

LAKE COUNTY, INDIANA

# Abstract of Title

## TO

The North half of the North West Quarter, and the North West Quarter of the North East Quarter, and the South West Quarter of the North West Quarter, and the South half of the South East Quarter, and the South half of the Southwest Quarter, all in Section Twenty Nine (29), in Township Thirty Six (36) North of Range Eight (8) West of the Second Principal Meridian, in Lake County, in the State of Indiana containing Three Hundred and Twenty (320) acres more or less.

1.  $N\frac{1}{2}$  NW $\frac{1}{4}$  & NW $\frac{1}{4}$  NE $\frac{1}{4}$ -29-36-8-120 acres is reported as entered by John G. Earle, —, 1856, from the United States.

2. John G. E. Earle and  
Mariam " wife  
To  
George Earle.

Warranty Deed June 4, 1856, conveys the Undivided  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  & N $\frac{1}{2}$  NW $\frac{1}{4}$  29-36-8-120 acres with other land, acknowledged regularly, and Recorded Aug. 19, 1856, in Book "L," Page 490.

3. John G. Earle &  
Miriam " wife  
To  
George Earle.

Warranty Deed Feby 9, 1857 conveys the Undivided  $\frac{1}{2}$  of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  & N $\frac{1}{2}$  NW $\frac{1}{4}$ -29-36-8, with other land acknowledged regularly and Recorded July 6, 1859, in Book "S," Page 10.

4. SW $\frac{1}{4}$  NW $\frac{1}{4}$ -29-36-8-40 acres, is reported as entered by Lewis Merrill, Feby 16, 1854, from the United States.

5. Lewis B. Merrill &  
Harriet " wife  
To  
George Earle.

Warranty Deed May 1, 1854, conveys the SW $\frac{1}{4}$  NW $\frac{1}{4}$ -29-36-8-40 acres, acknowledged regularly and Recorded Oct. 31, 1854, in Book "K," Page 18.

6. S  $\frac{1}{2}$  SE $\frac{1}{4}$  & S $\frac{1}{2}$  SW $\frac{1}{4}$ -29-36-8-160 acres, are reported as entered by George Earle, August 23, 1856 from the State of Indiana.

7. Geo. Earle &  
Mary " wife  
To  
John H. Pomeroy.

Warranty Deed Oct. 27, 1856 conveys the S $\frac{1}{2}$  SE $\frac{1}{4}$  & S $\frac{1}{2}$  SW $\frac{1}{4}$ -29-36-8, with other land. Acknowledged regularly and Recorded October 29, 1856 in Book "M," Page 39.

8. John H. Pomeroy &  
Mary Ann " wife  
To  
George Earle.

Warranty Deed April 12, 1860, conveys the S $\frac{1}{2}$  SE $\frac{1}{4}$  & S $\frac{1}{2}$  SW $\frac{1}{4}$  29-36-8, with other land. Acknowledged regularly and Recorded Sept. 18, 1861, in Book "T," Page 495.

9. The Calumet Draining Company filed their Schedule of benefits and injuries, for draining purposes, on the 2nd day of November, 1871, in the Recorder's Office in Lake County, Indiana, and Recorded in Book No. 1, of Miscellanies, Pages 47 to 74; both inclusive, in which the benefits in excess of injuries are appraised on the following described Lands, to-wit:

NW $\frac{1}{4}$  NE $\frac{1}{4}$ -29-36-8,- \$25.00.  
NE $\frac{1}{4}$  NW $\frac{1}{4}$ -29-36-8 \$26.25.  
NW $\frac{1}{4}$  NW $\frac{1}{4}$ -29-36-8- \$25.50.  
SW $\frac{1}{4}$  NW $\frac{1}{4}$ -29-36-8 \$ 1.10.

10. George Earle, & John G. Earle  
vs.  
Calumet Draining Company.

Lake Circuit Court, Sept. Term, 1873.  
Appeal.

Now again comes the parties by counsel, and the Court after being fully advised in the premises finds for the plaintiff that the material allegations set forth in his complaint are true and that the assessment by said defendant upon said plaintiff's lands, to-wit: NW $\frac{1}{4}$  NE $\frac{1}{4}$ -29-36-8; NE $\frac{1}{4}$  NW $\frac{1}{4}$ -29-36-8; NW $\frac{1}{4}$  NW $\frac{1}{4}$ -29-36-8; SW $\frac{1}{4}$  NW $\frac{1}{4}$ -29-36-8, (with other lands), ought to be set aside as illegal and void.

It is therefore ordered by the Court that the assessment against said plaintiffs' land by said defendant be declared null and void, and that said defendants, her agents, attorneys, successors, and privies, be forever enjoined and restrained from proceeding in any manner upon said assessment, and the title to said land is forever quieted and set at rest in said plaintiff as against any and all claims of said defendant by virtue of said assessment, and the Clerk of this Court is hereby directed to enter satisfaction of the lien upon said lands on the Records in the Recorder's office of this County and that plaintiff recover of said defendant, all costs of this action.

Order Book "H," Pages 438 & 439.

11. George Earle's last Will and Testament dated Aug. 3, 1870, gives, devises and bequeaths to his son, John George Edward Earle, (among other things) all his Real Estate, situate and being in the counties of Lake and Porter, in the State of Indiana, including the proprietorship of the towns of Hobart, Lake, and Liverpool, or all my interest in the same, together with all debts due me from the sale of any real Estate in the State of Indiana, and all Mortgages or other securities arising out of the sale of such Real Estate. In Article 14, "I do hereby appoint and constitute my son John George Edward Earle, aforementioned, to be my Executor, for the purpose of transacting all business in relation to my Estate in the United States of America &c. Witnessed. Probated in the city of Philadelphia. Also Certificate of qualification of John G. E. Earle, as Executor. Copy filed and Recorded in Clerk's Office of Lake Co., Ind., Sept. 13, 1878, and entered in Will Record "B," Pages 227 to 240 inclusive.

#### TAX SALES.

12. SW $\frac{1}{4}$  NW $\frac{1}{4}$ -29-36-8-40 acres, sold Jan'y 4, 1858, to J. G. Earle, for \$2.53, amount of taxes delinquent in name of George Earle, for 1856 & 1857.

The Record does not show any Deed issued on said sale.

13. S $\frac{1}{2}$  SE $\frac{1}{4}$  & S $\frac{1}{2}$  SW $\frac{1}{4}$ -29-36-8-160 acres, sold Jan'y 3, 1859, to G. Earle & Son, for \$8.90, amount of taxes returned delinquent in name of J. H. Pomeroy, for 1857 & 1858.

The Record does not show any Deed issued on said sale.

14. S $\frac{1}{2}$  SE $\frac{1}{4}$  & S $\frac{1}{2}$  SW $\frac{1}{4}$ -29-36-8-160 acres, sold Feb'y 5, 1866, to J. S. Holton, for \$17.20, amount of taxes returned delinquent in name of George Earle, for 1864 & 1865.

Record says, "Returned delinquent."

State of Indiana, Lake County, ss:

The foregoing is an Abstract of Title of the premises described in the Caption thereof. I find no conveyances of said premises by any of the parties named as Grantors or Grantees in said Abstract Recorded in the Recorder's Office of said Lake County, Indiana, prior to the date of Record of the Deeds by them respectively given as above set forth and ascertained from a careful examination of said Records.

Nor any unredeemed Tax Sales, except such as are set forth in Abstract, as appears from a careful examination of the Record of Tax Sales in the Auditor's Office of said Lake County.

Crown Point, Ind., April 23, 1880, at 1 P. M.

Amos Allman

Abstracter.

State of Indiana, Lake County, ss:

I, John G. Hoffman, Clerk of the Circuit Court, in and for said County, do hereby certify that there are no Judgments upon the Records of this Office, rendered within the ten years last past, against any of the parties in the foregoing Abstract mentioned, that are a lien on the lands therein described, as appears from a careful examination of said Records.

Witness my hand and Official Seal this 23d day of April, A. D. 1880.

John G. Hoffman, Clerk.

per George I. Maillet, Deputy.

CONTINUATION OF ABSTRACT OF TITLE to the North half of the Northwest quarter and the North West quarter of the North East quarter and the South West quarter of the North West quarter and the South Half of the South East quarter and the South half of the South West quarter all in Section 29, Township 36 North, Range 8 West of the 2nd P. M., containing 320 acres more or less. (subject to Railroad rights of way,) in Lake County, Indiana, from April 23, 1880, at 1 P. M., to the present date.

1. The Calumet Draining Company  
vs.

James Ewen and 168 others, (including John G. Earle.)

In the Lake Circuit Court.  
Civil.

Complaint filed April 3, 1876, and cause continued from time to time.

And on Feb'y 16, 1882: Now again comes the plaintiff by counsel, and files amended complaint, and the defendants are ruled to answer instant. The plaintiff dismisses this case as to the defendants John L. Knoerzer, et al. (insert,) and all the remaining, defendants failing to answer are each three times loudly called and comes not, but herein wholly make default, and a jury being waived this cause is submitted to the Court for trial, and the Court after having heard all the evidence in the case, and after having been fully advised in the premises, finds for the plaintiff and the Court further finds that all the material allegations contained in the plaintiff's complaint are true, and that there is due the plaintiff for benefit of its creditors from the defendants as follows, to-wit: (Among others,)

John G. Earle, the sum of \$512.00, and is a lien on the lands hereinafter described: NW  $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 29, T. 36, R. 8.

All of the foregoing described lands are situated in Lake County, Indiana.

It is therefore ordered, adjudged and decreed by the Court that the plaintiff have judgment against all of said defendants for the benefit of the creditors of the said plaintiff, to-wit: A judgment against all of the above described defendants separately as above designated and set out, and that the said liens therefor be and they are hereby foreclosed upon the lands of each defendant as

above set out and described, and that the same is hereby decreed to be sold to pay said sums due and costs, by the Sheriff of this County, or so much thereof as may be necessary to pay the same.

Order Book "R," Pages 377 to 385.

Judgment Docket "D," Page 217.

Executions issued at various times and returned unsatisfied as to this land.

See Execution Dockets.

2. John G. Earle and Eveline J. (wife),  
To  
New York, Chicago and St. Louis Railway  
Company.

Deed dated Jan'y 24, 1882. In consideration of the location and construction of said Railroad, and \$2,500 paid, convey the right of way for the use of the railroad of said Company over and across the following described real estate, situated in Lake Co.,

Ind., to-wit: The NW $\frac{1}{4}$  NE  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  NW $\frac{1}{4}$  of Sec. 29, also the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Sec. 29, all in T. 36 N., R. 8 W., (with other lands,) for the width or space of 50 feet on each side of the center line of said road, as now located and for the lengths the distance between the limits of said tracts. To have and to hold so long as the same shall be required for the use and purposes of said road. The said Railroad Company agrees to put in for said Earle three Street crossings on Section 32, at any point the said Earle may select. Acknowledged regularly before Lyman O. Tomlinson, Notary Public in Cook Co., Ill. Recorded Aug. 7, 1882, in Book No. 34, Page 123.

Note.—No further search made on this land.

3. John G. Earle  
To  
The New York, Chicago and St. Louis Railroad Company and its assigns.

Lease dated May 1, 1893. Leases so much of the NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Sec. 29, T. 36 N., R. 8 W., as may be needed by said Company, its successors and assigns, during five years from the date thereof, for the purpose of excavating and

removing sand, and lying South of and adjoining the land from which sand has been taken by said Company, and being near the line dividing the NW  $\frac{1}{4}$  from the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ . For the term of five years from the date hereof, and also sells the sand on said leased premises and grants the right during said period to excavate, remove and use said sand, and to lay, use and operate upon and over said premises the necessary Rail Road tracks, etc. Said Rail Road Company to pay for same at the rate of \$50 per acre for each acre from which sand shall be removed during said period, payment to be made on Dec. 31st each year. On termination of this lease said Company to have right to remove tracks, etc. Acknowledged regularly before James W. Price, Notary Public in Cook Co., Ill. Recorded Sept. 6, 1893, in Miscellaneous Record No. 12, Pages 360 & 361.

4. John G. Earle &  
Clara M. " wife  
To  
John R. Coleman.

Warranty Deed, May 2, 1893, conveys the N  $\frac{1}{2}$  NW  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  and also the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  and also the S $\frac{1}{2}$  S  $\frac{1}{2}$  of Sec. 29, T. 36 N., R. 8 W., (with other land.) in Lake Co., Ind., for the sum of \$65,000. This deed is made subject to a right

of way of any Railroad that may cross the said above described land if any right of way exists. Acknowledged regularly before James W. Price, Notary Public in Cook Co., Ill. Recorded Dec. 5, 1893, in Book No. 67, Pages 352 & 353.

5. John R. Coleman, (bachelor),  
To  
Chicago Title and Trust Company, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, having its principal office in the City of Chicago, Cook Co., Ill.

Mortgage dated May 2, 1893, mortgages and warrants the N  $\frac{1}{2}$  NW  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  NE $\frac{1}{4}$  and also the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  and also the S  $\frac{1}{2}$  S  $\frac{1}{2}$  of Sec. 29, T. 36 N., R. 8 W., (with other land,) in Lake Co., Ind. Trustees may release lots or pieces of ground not larger than 25 feet by 125 feet upon payment of \$200 for each lot so released. To secure five principal promissory notes of even date for \$100,000 each,

due 3, 4, 5, 6 and 7 years, with 8% interest semi-annually, payable to order of myself and by me endorsed, without relief, purchase money, in gold coin. Mortgagor to pay taxes and assessments and keep buildings insured and to replace buildings burned. Power to appoint Receiver, etc. Acknowledged regularly before Lyman O. Tomlinson, Notary Public in Cook Co., Ill. Recorded Dec. 5, 1893, in Mortgage Record No. 31, Pages 65 to 69.

6. Clara M. Earle, wife of John G. Earle,  
To  
All whom it may concern.

Notice dated May 15, 1894. That as the wife of said John G. Earle, I am under the laws of the State of Indiana possessed of certain rights and entitled to a contingent right of dower in and to the N $\frac{1}{2}$  NW  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  and the S  $\frac{1}{2}$  S  $\frac{1}{2}$  of Sec. 29, T. 36 N., R. 8 W., (with other lands,) in Lake Co., Ind., and declare that the pretended deed or deeds of conveyance of the aforesaid real estate which have been recorded in the Recorder's office of Lake Co., Ind., on or about Dec. 5, 1893, and purporting to convey the said several tracts and parcels of land to John R. Coleman, were and are fraudulent, fictitious and void as against me and my rights as wife of said John G. Earle, that each and every of said pretended deeds are either forgeries or the signatures were obtained by fraud, etc., and that I never legally executed or acknowledged any such deed or deeds to said John R. Coleman, and I make this declaration and file the same for record for the purpose of notifying all persons that I still am possessed of such rights and interests, etc. That I have instituted suits in the

Circuit Court of Cook Co., Ill., to establish my rights, etc. Subscribed and sworn to by her before Michael D. Coffenn, Notary Public in Cook Co., Ill. Recorded May 19, 1894, in Miscellaneous Record No. 13, Pages 380 & 381.

7. John R. Coleman, (bachelor,)                      Warranty Deed, May 2, 1893, conveys the N  $\frac{1}{2}$   
To                      NW  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  and also the SW  $\frac{1}{4}$   
George Earle.                      NW  $\frac{1}{4}$  and also the S  $\frac{1}{2}$  S  $\frac{1}{2}$  of Sec. 29, T. 36 N., R.  
8 W., (with other lands,) in Lake Co., Ind., for the  
sum of \$50,000. Acknowledged regularly before Lyman O. Tomlinson, Notary Public in Cook Co., Ill.  
Recorded Jan'y 16, 1902, in Book No. 98, Pages 117 & 118.

8.                      In the Lake Circuit Court.  
In the Matter of the Fred Jarnecke Ditch. (No. 2518.):  
Petition filed Sept. 2, 1892, asking for drainage of certain lands. Referred to Drainage Commis-  
sioners, Dec. 23, 1892.  
Report filed Nov. 27, 1893, wherein Commissioners make assessments of benefits as follows:  
(Among others,)  
John G. Earle, SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Sec. 29, T. 36, R. 8, \$30.  
"                      NW  $\frac{1}{4}$  NW  $\frac{1}{4}$ , " " " " " \$45.  
"                      NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , " " " " " \$60.  
"                      NW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , " " " " " \$60.  
Remonstrances were filed and on March 4, 1895, said report of benefits was disapproved and same  
was referred back to the Commissioners to make new or amended report April 22, 1895.  
See Order Book No. 11, Page 137.  
New Report made April 22, 1895, assessed the land as follows:

John G. Earle, SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Sec. 29, T. 36, R. 8, \$18.  
"                      NW  $\frac{1}{4}$  NW  $\frac{1}{4}$ , " " " " " \$27.  
"                      NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , " " " " " \$36.  
"                      NW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , " " " " " \$36.  
On Nov. 11, 1895: On motion of remonstrant this cause is ordered sent to Porter Circuit Court  
and 15 days given to perfect change. See Order Book No. 12, Page 262.  
(The Judge of the Porter Circuit Court decided in favor of the construction of said Ditch. The  
case was appealed and affirmed in the Supreme Court.)

9. William W. Crapo, Sole Executor of the                      In the Circuit Court of the United States for the  
Estate of Edward D. Mandell, deceased,                      District of Indiana. (No. 9588. Chancery.)  
and Trustee under the Will of said                      On Aug. 7, 1899. before Hon. John H. Baker,  
Mandell, deceased,                      Judge: Comes now the complainant by Messrs.  
vs.                      Olds & Griffin, his solicitors, and thereupon this  
Henry S. Hazelgreen, Commissioner in charge                      cause is now submitted to the Court upon the plead-  
of the construction of the Jarnecke Ditch.                      ings, mandate from the United States Circuit Court  
of Appeals, the amended Bill of Complaint, and

the default and decree pro confessio herein, and thereupon the Court being sufficiently advised in the  
premises finds for the complainant, and thereupon

It is ordered, adjudged and decreed that the defendant Henry S. Hazelgreen, and all persons act-  
ing under or through him, or by virtue of his authority, or as a Commissioner appointed in charge of  
the construction of the ditch known as the "Jarnecke Ditch," be and they are hereby perpetually en-  
joined from contracting for the digging or construction of and from digging and constructing a ditch  
referred to and described in the bill in this cause and known as the "Jarnecke Ditch," commencing at  
a point on the North bank of the Little Calumet River, at low water mark, where the West line of the  
E  $\frac{1}{2}$  NE  $\frac{1}{4}$  of Sec. 24, T. 36 N., R. 9 W., crosses said Little Calumet River, running thence North-  
ward to the Grand Calumet River, crossing Sec. 1, T. 36, R. 9 W., in Lake Co., Ind., purporting to be  
established and authorized by the judgment of the Porter Circuit Court, and from the construction of a  
ditch or drain over or across or upon the lands of the complainant herein, described in said petition,  
situated in Lake Co., Ind., described as follows to-wit: The N  $\frac{1}{2}$  and the N  $\frac{1}{2}$  S  $\frac{1}{2}$  of Sec. 1, also the  
N  $\frac{1}{2}$  and the N  $\frac{1}{2}$  SE  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  Sec. 2, in T. 36, R. 9, also the NE  $\frac{1}{4}$  and the S  $\frac{1}{2}$  NW  $\frac{1}{4}$   
of Sec. 3, same township and range, also all of the SE  $\frac{1}{4}$  of Sec. 34, T. 37, R. 9, lying South of the  
Grand Calumet River, also all of the SW  $\frac{1}{4}$  of Sec. 35, T. 37, R. 9, lying South of said Grand Calumet  
River, containing 1,212 acres, or upon, across or over any portion or parcel of said land. And that the  
complainant herein have judgment against the said defendant for his costs in this behalf taxed at  
\$\_\_\_\_\_.

But this decree, and the injunction hereby granted shall in no wise restrain or prevent the de-  
fendant or the petitioners in the proceeding in which the defendant was appointed Commissioner for  
the construction of the drain known as the "Jarnecke Ditch," to petition the Court in which such  
drainage proceeding is pending to again refer the same to the proper drainage Commissioners for the  
purpose of making the complainant or his successors in interest, if any, parties to such proceeding, and  
ascertaining the damages, if any, that they would suffer by reason of the construction of the proposed  
ditch, and to prosecute such further proceedings in said matter as may be allowed by law.

And it is further ordered, adjudged and decreed that the complainant do have and recover of  
and from Henry S. Hazelgreen, the defendant, his costs and charges in this behalf laid out and expend-  
ed, taxed at \$\_\_\_\_\_.

Certified copy of said decree made Feb'y 8, 1901, by Noble C. Butler, Clerk of said Court, and  
duly exemplified, and Recorded March 9, 1901, in "Record of Wills and Orders of Court" No. 1, Page  
411, etc., in Recorder's office.

10. Katharina Schneider  
To  
Mathias Schneider. Quit Claim Deed, Nov. 10, 1896, conveys the NW  $\frac{1}{4}$  of Sec. 29, T. 36 N., R. 8 W., in all 10 acres, (with other land,) all in Lake Co., Ind., for the sum of \$1. Acknowledged regularly before Jas. E. Trost, Notary Public in Lake Co., Ind. Recorded Oct. 1, 1897, in Book No. 84, Page 114.  
Note.—This is probably an error and should be NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Sec. 29, etc.

#### TAX SALES.

11. S  $\frac{1}{2}$  S  $\frac{1}{2}$  and N  $\frac{1}{2}$  NW  $\frac{1}{4}$  and NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  and SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Sec. 29, T. 36, R. 8,—320 acres, sold Feb'y 8, 1897, to Mutual Investment Company for \$128.62, amount of taxes returned delinquent in name of John R. Coleman for 1895 & 1896.
12. S  $\frac{1}{2}$  S  $\frac{1}{2}$  and N  $\frac{1}{2}$  NW  $\frac{1}{4}$ , Sec. 29, T. 36, R. 8,—240 acres, sold Feb'y 11, 1901, to John Brown, for \$106.82, amount of taxes returned delinquent in name of John R. Coleman for 1899 & 1900.
13. NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  and SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Sec. 29, T. 36, R. 8,—80 acres, sold Feb'y 11, 1901, to John Brown, for \$35.61, amount of taxes returned delinquent in name of John R. Coleman for 1899 & 1900.

State of Indiana, Lake County, ss:

The foregoing is a Continuation of Abstract of Title to the premises described in the Caption thereof. We find that the foregoing Nine (9) Pages contain all the changes or transfers of said premises, since April 23, 1880, at 1 P. M., as appears from a careful examination of the Recorder's records, the Tax Sale records and the Lis Pendens records of said Lake County.

Crown Point, Indiana, June 27, 1902, at 8 A. M.

Allman Bros.,

Abstracters.

We find no Judgments upon the records in the Clerk's office of Lake County, Indiana, rendered within the ten years last past, against any of the parties in the foregoing Continuation of Abstract mentioned, that are a lien on the land therein described, as appears from a careful examination of said records and our indices to the same.

(No examination made as to new suits filed in the Superior Court at Hammond, since June 16, 1902, at 9 A. M.)

Crown Point, Indiana, June 27, 1902, at 8 A. M.

Allman Bros.,

Abstracters.

Taxes of 1901 are paid in full.

Taxes of 1902 became a lien April 1, 1902.

Allman Bros.,

Abstracters.

CONTINUATION OF ABSTRACT OF TITLE to the North half of the North West quarter and the North West quarter of the North East quarter and the South West quarter of the North West quarter and the South half of the South East quarter and the South half of the South West quarter, of Section 29, Township 36 North, Range 8 West of the 2nd P. M., containing 320 acres more or less, in Lake County, Indiana, from June 27, 1902, at 8 A. M., to the present date.

1. George Earle,  
vs.

John Benson and Mrs. John Benson, his wife, the unknown heirs and devisees of John Benson, deceased, The Chicago Title and Trust Company, Trustee, and the unknown holders of the notes mentioned in the trust deed given to said Chicago Title and Trust Company, Calumet Draining Company, Mutual Investment Company, William Earle, Robin L. Earle, his wife, R. C. Stephenson, Mrs. R. C. Stephenson, his wife, Willis M. Hitt, Mrs. Willis M. Hitt, his wife, wife of Joshua V. Johns, the unknown heirs and devisees of Henry Frederickson, deceased, Henry Frederickson, Mrs. Henry Frederickson, his wife, Christiana C. Frederickson, the unknown heirs and devisees of Christiana C. Frederickson, wife of Joseph Schillo, wife of Ezra M. Hall, Abidam Snodgrass, Mrs. Abidam Snodgrass, his wife, the unknown heirs and devisees of Abidam Snodgrass, Charles Billings and Mrs. Charles Billings, his wife, the unknown heirs and devisees of Charles Billings, deceased, David Switzer, Mrs. David Switzer, his wife, the unknown heirs and devisees of David Switzer, deceased, Marcus T. Robinson, Mrs. Marcus T. Robinson, his wife, the unknown heirs and devisees of Marcus T. Robinson, deceased, Jacob Wolf, Jr., and Mrs. Jacob Wolf, Jr., the unknown heirs and devisees of Jacob Wolf, Jr., deceased, Eliphalet Patee and Mrs. Eliphalet Patee, his wife, the unknown heirs and devisees of Eliphalet Patee, deceased, William Hagenbuck, Mrs. William Hagenbuck, his wife, the unknown heirs and devisees of William Hagenbuck, deceased, John Wood and Mrs. John Wood, his wife, the unknown heirs and devisees of John Wood, deceased, Andrew J. Glover, Mrs. Andrew J. Glover, his wife, the unknown heirs and devisees of Andrew J. Glover, deceased, William Bacon and Mrs. William Bacon, his wife, the unknown heirs and devisees of William Bacon, deceased, James Marshall, Jr., Mrs. James Marshall, Jr., his wife, the unknown heirs and devisees of James Marshall, Jr., deceased, Rhesa Allen, Mrs. Rhesa Allen, his wife, the unknown heirs and devisees of Rhesa Allen, deceased, Myiel Pierce, Mrs. Myiel Pierce, his wife, the unknown heirs and devisees of Myiel Pierce, deceased, Saloman Zuvers, and Mrs. Saloman Zuvers, his wife, the unknown heirs and devisees of Saloman Zuvers, deceased, Amos Zuvers and Mrs. Amos Zuvers, his wife, the unknown heirs and devisees of Amos Zuvers, deceased, Judith Ann Allen, Arthur Allen, her husband, John G. Earle, Clara M. Earle, John R. Coleman, Mrs. John R. Coleman, his wife,

the unknown heirs and devisees of John R. Coleman, deceased, Mutual Investment Company, Eliakin Ashton, Mrs. Eliakin Ashton, his wife, the unknown heirs and devisees of Eliakin Ashton, deceased, Preston Blake, Mrs. Preston Blake, his wife, the unknown heirs and devisees of Preston Blake, deceased, John Mandeville, Mrs. John Mandeville, his wife, the unknown heirs and devisees of John Mandeville, deceased, Abner Stilson, Mrs. Abner Stilson, his wife, the unknown heirs and devisees of Abner Stilson, deceased, George Zuvers, Mrs. George Zuvers, his wife, the unknown heirs and devisees of George Zuvers, deceased, Ebenezer Dustin, Jr., Mrs. Ebenezer Dustin, Jr., his wife, the unknown heirs and devisees of Ebenezer Dustin, Jr., deceased, Abraham J. Andrews, Jr., Mrs. Abraham J. Andrews, Jr., his wife, the unknown heirs and devisees of Abraham J. Andrews, Jr., deceased, Joseph Wilson, Mrs. Joseph Wilson, his wife, the unknown heirs and devisees of Joseph Wilson, deceased, Isaac Abraham, Mrs. Isaac Abraham, his wife, the unknown heirs and devisees of Isaac Abraham, deceased, Charles R. Dugdale, Mrs. Charles R. Dugdale, his wife, the unknown heirs and devisees of Charles R. Dugdale, deceased, David Horner, Mrs. David Horner, his wife, the unknown heirs and devisees of David Horner, deceased, Jonathan A. Liston, Mrs. Jonathan A. Liston, his wife, the unknown heirs and devisees of Jonathan A. Liston, deceased, George W. Allen, Mrs. George W. Allen, his wife, the unknown heirs and devisees of George W. Allen, deceased, John B. Chapman, Mrs. John B. Chapman, his wife, the unknown heirs and devisees of John B. Chapman, deceased, John Saunders, Mrs. John Saunders, his wife, the unknown heirs and devisees of John Saunders, deceased, Henry Pearsons, Mrs. Henry Pearsons, his wife, the unknown heirs and devisees of Henry Pearsons, deceased, Alexander S. Tidball, Mrs. Alexander S. Tidball, his wife, the unknown heirs and devisees of Alexander S. Tidball, deceased, Robert G. Conrad, Mrs. Robert G. Conrad, his wife, the unknown heirs and devisees of Robert G. Conrad, deceased, John Ball, Mrs. John Ball, his wife, the unknown heirs and devisees of John Ball, deceased, John R. Parker, Mrs. John R. Parker, his wife, the unknown heirs and devisees of John R. Parker, deceased, James R. Stanley, Mrs. James R. Stanley, his wife, the unknown heirs and devisees of James R. Stanley, deceased, Jerry Grady, Mrs. Jerry Grady, his wife, the unknown heirs and devisees of Jerry Grady, deceased, John Smith, Mrs. John Smith, his wife, the unknown heirs and devisees of John Smith, deceased, Old Wee-Saw, Mrs. Old Wee-Saw, his wife, the unknown heirs and devisees of Old Wee-Saw, deceased, Es-Ke-Puckee, (or Green,) Mrs. Es-Ke-Puckee, his wife, the unknown heirs and devisees of Es-Ke-Puckee, deceased, Match-Kee, (son of Es-Ke-Puckee,) Mrs. Match-Kee, his wife, the unknown heirs and devisees of Match-Kee, deceased, and all whom it may concern.

—Quiet Title. (No. 2721.)—

In the Lake Superior Court.

Complaint filed April 3, 1905, to quiet title to the N $\frac{1}{2}$  NW $\frac{1}{4}$ ; NW $\frac{1}{4}$  North East one-half ( $\frac{1}{2}$ ); SW $\frac{1}{4}$  NW $\frac{1}{4}$ ; Sec. 29 T. 36, R. 8; S $\frac{1}{2}$  S $\frac{1}{2}$  Sec. 29, T. 36, R. 8, (with other lands,) Lake Co., Ind.

Affidavit of Non-Residence filed April 3, 1905, as to all said defendants.

Non-Resident Notice published in The Lake County News, on April 6, 13 and 20, 1905, as to John Benson and Mrs. John Benson, his wife, the unknown heirs and devisees of John Benson, deceased, the Chicago Title and Trust Company, Trustee, and the unknown holders of the notes mentioned in a trust deed given to said Chicago Title and Trust Co. Calumet Draining Company, Mutual Investment Company, William Earle, Robin L. Earle, his wife, R. C. Stephenson, Mrs. R. C. Stephenson, his wife, Willis M. Hitt, Mrs. Willis M. Hitt, his wife, wife of Joshua V. Johns, the unknown heirs and devisees of Henry Frederickson, deceased, Henry Frederickson, Mrs. Henry Frederickson, his wife, Christiana C. Frederickson, the unknown heirs and devisees of Christiana C. Frederickson, wife of Joseph Spilo, wife of Ezra M. Hall, Abidam —, Mrs. Abidam Snodgrass, his wife, unknown heirs and devisees of Abidam Snodgrass, deceased, Chas. Billings, Mrs. Chas. Billings, his wife, unknown heirs and devisees of Chas. Billings, David Schweitzer, Mrs. David Schweitzer, his wife, the unknown heirs and devisees of David Switzer, deceased, Marcus T. Robinson, Mrs. Marcus T. Robinson, his wife, the unknown heirs and devisees of Marcus T. Robinson, deceased, Jacob Wolf, Jr., Mrs. Jacob Wolf, Jr., his wife, the unknown heirs and devisees of Jacob Wolf, Jr., deceased, Eliphalet Patee and Mrs. Elizabeth Patee, his wife, the unknown heirs and devisees of Eliphalet Patee, deceased, William Hagenbuck, Mrs. William Hagenbuck, his wife, the unknown heirs and devisees of William Hagenbuck, deceased, John Wood, Mrs. John Wood, his wife, the unknown heirs and devisees of John Wood, deceased, Andrew J. Glover, Mrs. Andrew J. Glover, his wife, the unknown heirs and devisees of Andrew J. Glover, deceased, William Bacon, Mrs. William Bacon, his wife, the unknown heirs and devisees of William Bacon, deceased, James Marshall, Jr., Mrs. James Marshall, Jr., his wife, the unknown heirs and devisees of James Marshall, Jr., deceased, Rhessa Allen, Mrs. Rhessa Allen, his wife, the unknown heirs and devisees of Rhessa Allen, deceased, Myiel Pierce, Mrs. Myiel Pierce, his wife, the unknown heirs and devisees of Myiel Pierce, deceased, Saloman Zuvers, Mrs. Saloman Zuvers, his wife, the unknown heirs and devisees of Saloman Zuvers, deceased, Amos Zuvers, Mrs. Amos Zuvers, his wife, the unknown heirs and devisees of Amos Zuvers, deceased, Judith Ann Allen, Arthur Allen, her husband, John G. Earle, Clara M. Earle, John R. Coleman, Mrs. John R. Coleman, his wife, the unknown heirs and devisees of John R. Coleman, deceased, Mutual Investment Company, Eliakin Ashton, Mrs. Eliakin Ashton, his wife, the unknown heirs and devisees of Eliakin Ashton, deceased, Preston Blake, Mrs. Preston Blake, his wife, the unknown heirs and devisees of Preston Blake, deceased, John Mandeville, Mrs. John Mandeville, his wife, the unknown heirs and devisees of John Mandeville, deceased, Abner Stilson, Mrs. Abner Stilson, his wife, the unknown heirs and devisees of Abner Stilson, deceased, George Zuvers, Mrs. George Zuvers, his wife, the unknown heirs and devisees of George Zuvers, deceased, Ebenezer Dustin, Jr., Mrs. Ebenezer Dustin, Jr., his wife, the unknown heirs and devisees of Ebenezer Dustin, Jr., deceased, Abraham J. Andrews, Mrs. Abraham J. Andrews, Jr., his wife, the unknown heirs and devisees of Abraham J. Andrews, Jr., deceased, Joseph Wilson, Mrs. Joseph Wilson, his wife, the unknown heirs and devisees of Joseph Wilson, deceased, Isaac Abraham, Mrs. Isaac Abraham, his wife, the unknown heirs and devisees of Isaac Abraham, deceased, Charles R. Dugdale, Mrs. Charles R. Dugdale, his wife, the unknown heirs and devisees of Charles R. Dugdale, deceased, David Horner, Mrs. David Horner, his wife, the unknown heirs and devisees of David Horner, deceased, Jonathan A. Liston, Mrs. Jonathan A. Liston, his wife, the unknown heirs and devisees of Jonathan A. Liston, deceased, George W. Allen, Mrs. George W. Allen, his

wife, the unknown heirs and devisees of George W. Allen, deceased, John Saunders, Mrs. John Saunders, his wife, the unknown heirs and devisees of John Saunders deceased, John B. Chapman, Mrs. John B. Chapman, his wife, the unknown heirs and devisees of John B. Chapman, his wife, the unknown heirs and devisees of John B. Chapman, deceased, Henry Pearsons, Mrs. Henry Pearsons, his wife, the unknown heirs and devisees of Henry Pearsons, deceased, Alexander S. Tidball, Mrs. Alexander S. Tidball, his wife, the unknown heirs and devisees of Alexander S. Tidball, deceased, Robert G. Conrad, Mrs. Robert G. Conrad, his wife, the unknown heirs and devisees of Robert G. Conrad, deceased, John Ball, Mrs. John Ball, his wife, the unknown heirs and devisees of John Ball, deceased, John R. Parker, Mrs. John R. Parker, his wife, the unknown heirs and devisees of John R. Parker, deceased, James R. Stanley, Mrs. James R. Stanley, his wife, the unknown heirs and devisees of James P. Stanley, deceased, Jerry Grady, Mrs. Jerry Grady, his wife, the unknown heirs and devisees of Jerry Grady, deceased, John Smith, Mrs. John Smith, his wife, the unknown heirs and devisees of John Smith, deceased, Old Wee-Saw, Mrs. Old Wee-Saw, his wife, the unknown heirs and devisees of Old Wee-Saw, deceased, Es-Ke-Puckee, (or Green,) Mrs. Es-Ke-Puckee, his wife, the unknown heirs and devisees of Es-Ke-Puckee, deceased, Match-Kee, (son of Es-Ke-Puckee,) Mrs. Match-Kee, deceased, and all whom it may concern.

On April 3, 1905: Comes now the plaintiff by counsel, and files the affidavit of a competent person herein, showing the non-residence of all the defendants in this action; whereupon it is ordered that notice to said defendants of the pendency of this action be given by publication as required by law, returnable on the second day of the next term of this Court.

Order Book No. 8, Page 314.

And on June 28, 1905: Comes now the plaintiff and shows to the Court, (filing of affidavit of non-residence and publication of non-resident notice as above set forth;) and thereupon each and all the defendants in this action are three times duly called in open Court, and come not, but herein wholly make default; and it appearing to the Court that certain of said defendants are minors, to-wit; John Benson, the unknown holders of the notes mentioned in a trust deed given to the Chicago Title & Trust Company, William Earle, deceased, Robin L. Earle, his wife, R. C. Stephenson, deceased, Mrs. R. C. Stephenson, his wife, Willis M. Hitt, deceased, Mrs. Willis M. Hitt, his wife, wife of Joshua V. Johns Henry Frederickson, deceased, Mrs. Henry Frederickson, his wife, Christiana C. Frederickson, wife of Joshua Schilo, wife of Ezra M. Hall, Adibam Snodgrass, deceased, Mrs. Adibam Snodgrass, his wife Charles Billings, deceased, Mrs. Charles Billings, his wife, David Switzer, Mrs. David Switzer, his wife Marcus T. Robinson, deceased, Mrs. Marcus T. Robinson, his wife, Jacob Wolf, Jr., deceased, Mrs. Jacob Wolf, Jr., his wife, Eliphalet Patee, deceased, Mrs. Eliphalet Patee, his wife, William Hagenbuck, deceased, Mrs. William Hagenbuck, his wife, John Wood, deceased, Mrs. John Wood, his wife Andrew J. Glover, deceased, Mrs. Andrew J. Glover, his wife, William Bacon, deceased, Mrs. William Bacon, his wife, James Marshall, Jr., deceased, Mrs. James Marshall, Jr., his wife, Rhesa Allen, deceased, Mrs. Rhesa Allen, his wife, Myiel Pierce, deceased, Mrs. Myiel Pierce, his wife, Saloman Zuvers, deceased, Mrs. Saloman Zuvers, his wife, Amos Zuvers, deceased, Mrs. Amos Zuvers, his wife, Judith Ann Allen, Arthur Allen, her husband, John G. Earle, Clara M. Earle, John R. Colman, deceased, Mrs. John R. Coleman, his wife, Eliakin Ashton, deceased, Mrs. Eliakin Ashton, his wife, Preston Blake, deceased, Mrs. Preston Blake, his wife, John Mandeville, deceased, Mrs. John Mandeville, his wife, Abner Stilson, deceased, Mrs. Abner Stilson, his wife, George Zuvers, deceased, Mrs. George Zuvers, his wife, Ebenezer Dustin, Jr., deceased, Mrs. Ebenezer Dustin, Jr., his wife, Abraham J. Andrews, Jr., deceased, Mrs. Abraham J. Andrews, Jr., his wife, Joseph Wilson, deceased, Mrs. Joseph Wilson, his wife, Isaac Abraham, deceased, Mrs. Isaac Abraham, his wife, Charles R. Dugdale, deceased, Mrs. Charles R. Dugdale, his wife, David Horner, deceased, Mrs. David Horner, his wife, Jonathan A. Liston, deceased, Mrs. Jonathan A. Liston, his wife, George W. Allen, deceased, Mrs. George W. Allen, his wife, John B. Chapman, deceased, Mrs. John B. Chapman, his wife, John Saunders, deceased, Mrs. John Saunders, his wife, Henry Pearsons, deceased, Mrs. Henry Pearsons, his wife, Alexander S. Tidball, deceased, Mrs. Alexander S. Tidball, his wife, Robert G. Conrad, deceased, Mrs. Robert G. Conrad, his wife, John Ball, deceased, Mrs. John Ball, his wife, John R. Parker, deceased, Mrs. John R. Parker, his wife, James R. Stanley, deceased, Mrs. James R. Stanley, his wife, Jerry Grady, deceased, Mrs. Jerry Grady, his wife, John Smith, deceased, Mrs. John Smith, his wife, Old Wee-Saw, deceased, Mrs. Old-Wee-Saw, his wife, Es-Ke-Puckee, (or Green,) deceased, Mrs. Es-Ke-Puckee, his wife, Match-Kee, (son of Es-Ke-Puckee,) deceased, Mrs. Match-Kee, his wife, the Court now appoints Joseph H. Conroy, Guardian ad litem, and as such Guardian ad litem said Joseph H. Conroy, now files answer for and in behalf of said minor defendants; and this cause is now submitted to the Court for trial, and the Court after hearing all the evidence and being fully advised in the premises, finds for the plaintiff, George Earle, that all the material allegations of his complaint herein are true; and the Court further finds that the plaintiff is the owner in fee simple of all the real estate described in the complaint herein; that the defendants have not nor has any or either of them, any right, title, interest, lien or claim in, upon or to the said real estate or any part hereof, and that the plaintiff, George Earle is entitled to a decree forever quieting and setting at rest his title thereto, as against all the defendants in the above entitled cause.

It is therefore ordered, adjudged and decreed by the Court that the plaintiff, George Earle, is the sole owner in fee simple of the said real estate, as described in his complaint herein, to-wit: N  $\frac{1}{2}$  NW  $\frac{1}{4}$ ; NW  $\frac{1}{4}$  North East one-half ( $\frac{1}{2}$ ); SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; Sec. 29, T. 36, R. 8; S  $\frac{1}{2}$  S  $\frac{1}{2}$ , Sec. 29, T. 36, R. 8, (with other lands,) all of said real estate being in Lake County, State of Indiana; and that the defendants in this action have not, nor has any or either of them, nor any person, claiming by, through or under them, any right, title, interest, lien or claim in, upon or to said real estate or any part thereof, and that plaintiff's title in and to the same be and the same is hereby quieted and forever set at rest in said plaintiff, George Earle as sole, absolute and unqualified owner in fee simple, as against each and every one of said defendants.

It is further ordered and decreed that the trust deed and notes given by John R. Coleman to the

Chicago Title & Trust Company, dated May 2, 1893, and recorded Dec. 6, 1893, in Mortgage Record No. 31, Pages 65 to 69, in aforesaid County, and State, being now in the hands of George Earle, and by him produced in Court, it is hereby ordered and decreed that the said notes are paid, and that the said trust deed is cancelled and released of record.

The Court further finds that the suit of Clara M. Earle vs. John G. Earle, of which a Notice Pendente Lite was filed in Lake Co., Ind., in Miscellaneous Record No. 13, Pages 380 & 381, has been adjudged and dismissed as to said defendant, John G. Earle, and that there is no suit pending in the Circuit Court in which Clara M. Earle is plaintiff and John G. Earle defendant; nor is there any judgment in said Court against John G. Earle, wherein Clara M. Earle is plaintiff and John G. Earle defendant.

All of which is finally ordered, adjudged and decreed by the Court.

Order Book No. 8, Pages 399 to 402.

Costs amount to \$—.

2. George Earle, a bachelor,  
To  
Sherman M. Booth, Trustee.

Mortgage, dated April 17, 1907, mortgages and warrants the N $\frac{1}{2}$  NW $\frac{1}{4}$ ; also the NW $\frac{1}{4}$  NE $\frac{1}{4}$ ; also the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; also the S  $\frac{1}{2}$  S  $\frac{1}{2}$  in Sec. 29, T. 36 N., R. 8 W., of 2nd P. M., situate in Lake Co.,

Ind. To secure a promissory note of even date payable on or before Dec. 30, 1907, for \$20,000.00, at 1120 Chamber of Commerce, Chicago, Ill., with interest at 6%, payable semi-annually after maturity, said note being given as collateral to secure an agreement of even date herewith. In default of said note, or interest, or in case of waste or non-payment of taxes, etc., all to be due at option of legal holder. With powers of Receiver in case of foreclosure. Frederick H. Wickett make successor in trust. With attorneys fees. Acknowledged regularly before Claude A. Gray, Notary Public in Cook Co., Ill. Recorded April 19, 1907, in Mortgage Record No. 64, Page 496.

3. In the Matter of the Cady Marsh Ditch: (No. 6978:) In the Lake Circuit Court.  
Petition filed Aug. 1, 1905, asking for drainage of certain lands. And on Sept. 18, 1905. Petitioners show notice to land owners and Petition is ordered docketed as a pending cause. And on Dec. 11, 1905, the Petition was referred to Drainage Commissioners with order to report on second day of next term.

Order Book No. 26, Page 97.

And on Feb'y 6, 1906: The Commissioners file preliminary report describing the following lands: (Among others,)

George Earle, SW  $\frac{1}{4}$  SE $\frac{1}{4}$ , Sec. 29, T. 36, R. 8.

" SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Sec. 29, T. 36, R. 8.

" SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Sec. 29, T. 36, R. 8.

And it appearing that new parties are brought in, petitioners are ordered to give them notice.

Order Book No. 26, Page 129.

And on Sept. 4, 1906: Commissioners file final report of assessment of benefits.

Order Book 26, Page 257.

Remonstrances were filed and trial had, and on March 8, 1907, the Report of assessment was approved as follows. (Among others,)

George Earle, SW  $\frac{1}{4}$  SE  $\frac{1}{4}$ , Sec. 29, T. 36 R. 8, benefits \$122.50.

" SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  Sec. 29, T. 36, R. 8, benefits \$180.50.

" SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  Sec. 29, T. 36, R. 8, " \$180.00.

See Order Book No. 26, Pages 440 to 445.

A copy of said Commissioners Report was filed in Recorders Office on March 15, 1907, and recorded in Mortgage Record No. 67, Pages 1 to 10.

4. George Earle,  
vs.  
Oscar W. Carlson, et al.

In the Lake Circuit Court.  
No. 7051.

On Feb'y 23, 1906: Judgment was rendered against the plaintiff for \$15.25 costs.

Judgment Docket "J," Page 75.

Order Book No. 26, Page 154.

Fee Book No. 27, Page 7051.

#### Tax Sales.

5. The Tax Sales shown at Nos. 12 and 13, of last Continuation, were endorsed:  
"Assigned to Wm. Earle, March 24, 1903, M. Grimmer."

6. S  $\frac{1}{2}$  S  $\frac{1}{2}$  & N  $\frac{1}{2}$  NW  $\frac{1}{4}$ , Sec. 29, T. 36, R. 8, 240 acres, sold Feb'y 13, 1905, to John G. Earle for \$135.57, amount of taxes returned delinquent in name of George Earle for 1903 & 1904.

7. NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  & SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Sec. 29, T. 36, R. 8,—80 acres, sold Feb'y 13, 1905, to John G. Earle, for \$45.19, amount of taxes returned delinquent in name of George Earle for 1903 and 1904.

8. S $\frac{1}{2}$  S  $\frac{1}{2}$  & N  $\frac{1}{2}$  NW  $\frac{1}{4}$ , Sec. 29, T. 36, R. 8,—240 acres, sold Feb'y 11, 1907, to John G. Earle, for \$129.12, amount of taxes returned delinquent in name of George Earle, for 1903 & 1904.

9. NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  & SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Sec. 29, T. 36, R. 8,—80 acres, sold Feb'y 11, 1907, to John G. Earle, for \$43.04, amount of taxes returned delinquent in name of George Earle, for 1903 & 1904.

State of Indiana, Lake County, ss:

The foregoing is a Continuation of Abstract of Title to the premises described in the Caption thereof. We find that the foregoing Thirteen (13) Pages contain all the changes or transfers of said premises, since June 27, 1902, at 8 A. M., as appears from a careful examination of the Recorder's records, the Tax Sale records and the Lis Pendens records of said Lake County.

We find no Judgments upon the records in the Clerk's office of Lake County, Indiana, rendered within the ten years last past, against any of the parties in the foregoing continuation of Abstract mentioned, that are a lien on the lands therein described, as appears from a careful examination of said records and our indices to the same.

(No examination made as to new suits in the Superior Court at Hammond, since May 1, 1907, at 11 A. M.)

Taxes of 1906 are paid by sales.

Taxes of 1907 became a lien March 1, 1907.

Crown Point, Indiana, May 10, 1907, at 8 A. M.

Allman Bros. & Dinwiddie,  
Abstracters.

CONTINUATION OF ABSTRACT OF TITLE to the North half of the North West quarter, and the North West quarter of the North East quarter, and the South West quarter of the North West quarter, and the South half of the South East quarter, and the South half of the South West quarter, Section 29, Township 36 North, Range 8 West of the 2nd P. M., containing 320 acres more or less, in Lake County, Indiana, from May 10, 1907, at 8 A. M., to the present date.

1. A copy of the Plat of Government Survey of Township 36 North, of Range 8 West, 2nd P. M., Indiana, made Dec. 3, 1895, by the Commissioner of the General Land Office, was filed in the Recorder's office of Lake Co., Ind., on April 9, 1909, and recorded in Plat Book No. 8, Page 4.

2. George Earle makes Affidavit June 9, 1911, that he is the son of John George Edward Earle, mentioned in the Abstract of George and William Earle's Second Glen Park Addition to Gary, Indiana, being a subdivision in the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$ , of Sec. 28, T. 36 N., R. 8, in the City of Gary, in Lake Co., Ind.; that said John George Edward Earle, is the same Earle mentioned in the last Will and Testament of George Earle, deceased, and recorded in Will Record Book "B", Pages 227 to 244, that said John George Edward Earle, and John George Earle, are one and the same party; that the name Edward was dropped for a personal reason and greater convenience for transferring real estate. Subscribed and sworn to before Charles W. Barnes, — Cook Co., Ill. Recorded July 22, 1911, in Miscellaneous Record No. 65, Page 442.

3. George Earle, (a single man),  
To  
County of Lake, State of Indiana, for  
Public Highway purposes.  
Warranty Deed, March 28, 1908, conveys a strip of land 33 feet in width off of the entire South end of the following described tracts of land, to-wit: The SE  $\frac{1}{4}$ , of Sec. 29, and the SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Sec. 28; also a strip of land 50 feet in width off the entire side of the SE  $\frac{1}{4}$  SE  $\frac{1}{4}$ , of Sec. 28, all in T. 36 N., R. 8 W. of the 2nd P. M., in Lake Co., Ind., for the sum of \$1 and other valuable considerations. Acknowledged March 28, "1909", before William Earle, Notary Public in Cook Co., Ill. (No seal.) Recorded April 14, 1908, in Book No. 137, Page 19.

4. Charles A. Johnson, Auditor of Lake  
County, Indiana,  
To  
Julian H. Youche.  
Tax Deed, dated July 27, 1910, conveys the SW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Sec. 29, T. 36, R. 8; SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Sec. 29, T. 36, R. 8, containing 40 acres; SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Sec. 29 T. 36, R. 8, containing 40 acres; SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ , of Sec. 29, T. 36, R. 8, containing 40 acres, (with other land.) Sold to J. H. Youche, L. E. Bailey (and others) on Feb'y 10, 1908, at public auction for (in all) \$998.18, amount of taxes returned delinquent in name of George Earle, (and others,) for 1906 & 1907. Acknowledged regularly before Herbert E. Jones, Recorder of Lake Co., Ind., Attest: A. Maack, Treasurer Lake County. Recorded July 28, 1910, in Book No. 162, Pages 177 & 178.

The Tax Sale record shows the following sales on Feb'y 10, 1908; delinquent in name of George Earle for Cady Marsh Ditch Assessment.

SW  $\frac{1}{4}$  SE  $\frac{1}{4}$ , sold to J. H. Youche, for \$140.88.

SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ , sold to L. E. Bailey for \$207.58.

SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , sold to L. E. Bailey for \$207.00.

SE  $\frac{1}{4}$  SE  $\frac{1}{4}$ , sold to J. H. Youche, for \$48.88.

5. Mary G. Risdon, et al.,  
vs.  
John G. E. Earle, et al.  
In the Lake Circuit Court.  
Foreclosure. (No. 9132.)  
(The papers are not on file in this County.)  
Complaint filed Sept. 19, 1911, asks foreclosure of  
Mortgage recorded in Mortgage Record No. 64, Page 496, and for accounting, etc.

On Sept. 19, 1911: Comes now the plaintiffs by A. D. Bartholomew, their attorneys and files here-in the affidavit of a competent and disinterested person showing the non-residence of the State of Indiana of the defendants John G. E. Earle, William Earle, George Earle and Mathias Schreiber. Where-upon it is now by the Court ordered that notice by publication be given to said non-resident defendants, returnable on the 2nd day of November Term, 1911, of this Court. It is further ordered that a summons be issued for the defendant Julian H. Youche, returnable on the 2nd day of the November Term, 1911, of this Court.

Order Book No. 31, Page 409.

And on Nov. 21, 1911: Come now the defendants William Earle, George Earle, Julian H. Youche and Mathias Schreiber, appearing specially by McMahon and Conroy, their attorneys, and comes also the defendant John G. E. Earle, appearing specially by Otto J. Bruce, his attorney, and file herein their verified motion to quash the service herein. Said plaintiffs further show to the Court that each and all of the defendants hereto except the defendant Julian H. Youche, have been duly notified of the filing and pendency of this cause for hearing by publication of notice in the Hobart Gazette, a public weekly newspaper of general circulation, printed and published in this County for three successive weeks, to-wit: On the 22nd and 29th days of September, 1911, and the 6th day of October, 1911, the last of which publications was more than 30 days prior to the 21st day of November, 1911, which day the plaintiffs duly fixed by endorsement in writing on their complaint as the return day herein, and proves said publications by the affidavit of the publisher of said newspaper now filed herein. The Court further finds that the defendant Julian H. Youche has been duly served with summons by the Sheriff of Lake Co., Ind., at least ten days prior to the 21st day of November, 1911, the return day herein.

Order Book No. 31, Pages 485 & 486.

And on Nov. 24, 1911: Come again the parties hereto by counsel, and the appearance heretofore made for the defendants Julian H. Youche and Mathias Schneider is now withdrawn. \* \* \*

Order Book No. 31, Page 490.

And on Nov. 27, 1911: Defendant Youche files answer.

See Order Book No. 31, Page 492.

And on Feb'y 5, 1912: Plaintiff's file amended complaint.

See Order Book No. 31, Page 555.

And on Feb'y 9, 1912: Defendants George Earle and William Earle file separate and several demurrer to each paragraph of amended complaint.

See Order Book No. 31, Page 566.

And on Feb'y 19, 1912: Plaintiff's file verified motion for change of venue from the County.

See Order Book No. 32, Page 4.

And on March 6, 1912: Come again the parties hereto by counsel, and the Court having heard and considered the plaintiff's motion for a change of venue of this cause from the County, now sustains the same, and it is now by the Court ordered that the venue of this cause be, and the same is hereby changed to the Porter Circuit Court, and said plaintiffs are given 24 hours in which to perfect such change.

Order Book No. 32, Page 30.

6. Clara M. Earle makes Affidavit Nov. 2, 1911, that she is the wife of John G. Earle, now a resident of Chicago, Illinois, and formerly a resident of Hobart, Lake County, Indiana; that she has commenced in the Circuit Court of Cook Co., Ill., a proceeding for divorce against said John G. Earle, in which proceeding she asks that certain conveyances made by said John G. Earle, to various parties be declared fraudulent and null and void; that among the conveyances which affiant charges to be fraudulent and which she seeks to set aside are conveyances made by said John G. Earle to George Earle and William Earle, sons of said John G. Earle, John R. Colman, and others, and conveyances from John R. Colman, to George Earle, all of said conveyances relating to real estate located in Lake Co., Ind.; that the real estate purporting to have been conveyed by said above mentioned pretended deeds is located in Lake Co., Ind., and is described as follows: the S  $\frac{1}{2}$  of S  $\frac{1}{2}$  and the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of Sec. 29, T. 36 N., R. 8 W., consisting of about 240 acres; the NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Sec. 29, T. 36 N., R. 8 W., consisting of about 80 acres; the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$ , Sec. 29, T. 36 N., R. 8 W., consisting of about 80 acres; NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  and SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Sec. 29, T. 36 N., R. 8 W., consisting of about 80 acres, (with other lands.) Affiant further states that she had an inchoate right of dower in said above described real estate, that said real estate stood of record in the name of affiant's husband, John G. Earle, prior to Dec. 5, 1893, when a pretended deed was filed for record in the Recorder's office of Lake Co., Ind., purporting to convey all of said real estate to a mythical person, by the name of John R. Colman, that to the best of affiant's information knowledge and belief, no such person as John R. Colman, ever existed, and that said pretended conveyance of John G. Earle was fictitious and made for the purpose of defrauding this affiant; that afterwards on Jan'y 16, 1902, the said John G. Earle, in furtherance of his purpose to defraud this affiant out of her interest in said real estate, caused to be recorded in the Recorder's office of Lake Co., Ind., a certain pretended deed from John R. Colman, to George Earle, son of John G. Earle, purporting to convey the interest of John R. Colman in said premises to George Earle, that said pretended deed was dated on or about the same date as the pretended deed from John G. Earle to John R. Colman aforesaid; that from time to time, the said John G. Earle, in pursuance of his scheme to defraud this affiant neglected and failed to pay the taxes on certain portions of said real estate and permitted the same to be sold in the name of John R. Colman, for taxes, to various persons, who bid in said premises for the said John G. Earle, and that the said John G. Earle caused said holders of tax titles to convey their interest in said premises to William Earle, one of the sons of John G. Earle. Affiant further states and alleges that all of the real estate hereinbefore mentioned now standing of record in the name of George Earle or William Earle, is really the property of said John G. Earle, and is held by said sons, George and William Earle, in a secret trust for John G. Earle, for the purpose of defrauding this affiant. Subscribed and sworn to before H. M. Byall, Notary Public in Cook Co., Ill. Recorded Nov. 3, 1911, in Miscellaneous Record No. 66, Page 227.

7. Clara M. Earle, wife of John G. Earle,  
To  
George Earle.

Quit Claim Deed, December 22, 1911, conveys all interest in the N  $\frac{1}{2}$  of NW  $\frac{1}{4}$  and NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  and S  $\frac{1}{2}$  of S  $\frac{1}{2}$  of Sec. 29, all above described real estate in T. 36 N., R. 8 W.,

(with other land,) in Lake Co., Ind. Intending to release and quit-claim the same property as described in Deed from John G. Earle, and Clara M. Earle, his wife, to John R. Colman, dated May 23,

1893, recorded Dec. 5, 1893, Book No. 67, of Deeds Page 352, for the sum of \$1.00. Acknowledged regularly before H. M. Byall, Notary Public in Cook Co., Ill. Recorded January 10, 1912, in Book No. 175, Page 304.

8. Clara M. Earle,  
vs.  
John G. Earle, George Earle, William Earle, et al.

In the Circuit Court of Cook Co., Ill. (No. 302264.)

On Dec. 23, 1911: Decree sets out that plaintiff and defendant John G. Earle were divorced in this Court, prior hereto, and by agreement of all the parties, said plaintiff is allowed \$3000 per year alimony, and the use of home in Chicago, said alimony to be a lien on certain real estate in Cook Co., Ill.

Decree recites as follows:

It is further ordered adjudged and decreed that this decree shall not be a lien upon any real estate owned by any of said defendants except that which is hereinbefore specifically described, and any other real estate which may be substituted therefor, as elsewhere herein provided; and the complainant shall not institute any suit or proceeding in any of the Courts of this State or of any other State to make this decree or any of its provisions a lien on the property of the defendants hereto, except as herein provided.

It is further ordered, adjudged and decreed that the payments of alimony and maintenance which are herein elsewhere required to be paid to the complainant shall be deemed monthly payments and shall cease and determine at the end of the month during which the complainant shall depart her natural life.

It is further ordered, adjudged and decreed that the above provisions for the alimony and maintenance of the said complainant, shall be in full settlement and satisfaction of every and all interest by way of dower or homestead, or otherwise; that the complainant now has, or may hereafter be entitled to, or claim in any personal property, wherever situated, belonging to the defendants John G. Earle, George Earle and William Earle, or either of them or in which they, or either of them have any interest, or which they or either of them may hereafter acquire or own, and shall not be reconsidered or modified by any order of this Court at any time hereafter on the application of any of the parties hereto, with respect to the amount of alimony and maintenance that this complainant is now or may at any time hereafter be entitled to receive.

It is further ordered, adjudged and decreed that all the household furniture of every kind and character, used by the complainant and the defendant John G. Earle, during their married life and now in the house occupied by the complainant, and known as No. 2336 West Jackson Boulevard, Chicago, Ill., be and the same is hereby decreed to be the property of the complainant; and that the defendants have no right, title or interest therein.

Certified copy of Decree made Jan'y 19, 1912, by the Clerk of the Circuit Court of Cook Co., Ill., and recorded in the Recorder's office of Lake Co., Ind., Jan'y 30, 1912, in Book No. 152, Pages 119 & 120.

9. John H. Earle, George Harwood Earle,  
vs.

John George Edward Earle, George Earle, William Earle, Mary Earle, Joseph Hodge Devonshire, Grace Devonshire, Ellen Devonshire, Mary Georgiana Earle, Frederick Hobart Earle, Charlotte Earle, Richard Earle, Edwin Earle, Robin Earle, Charles Harvey Earle, — Devonshire, whose christian name is unknown, daughter of Joseph Hodge Devonshire, Lillian Earle, daughter of Frederick Hobart Earle, — Devonshire, whose christian name is unknown, niece of Frederick Hobart Earle, Trustees of Earle's Retreat, Effie Earle, Earle's Retreat, Edward H. Risdon, Earl W. Risdon, The corporation of the Town of Falmouth, England, The Parish of Falmouth, England, The governing Body of Earle's Retreat, Mary G. Risdon, William Skinner, the nieces of George Earle, deceased, whose true names are unknown, The children, descendants and heirs, the surviving spouses, widow, widower, the creditors and administrators of estates, the devisees, legatees, trustees, assignees and executors of the last Will and Testament and the survivors in trust respectively of each and all of the foregoing named, designated, mentioned and described defendants, if deceased; all the women once known by any of the names above and herein stated who have changed their names, or are now known by some other name; the names of all of whom are unknown, to the plaintiff; the spouses of all the persons above named, designated, mentioned and described as defendants to this action, who are married, the names of all of whom are unknown to plaintiffs.

—No. 9174.—

In the Lake Circuit Court.

Complaint filed Dec. 14, 1911, recites that one George Earle, of Philadelphia, Pa., departed this life on Jan'y 4, 1876, leaving a Will, which was admitted to probate in the City and County of Philadelphia, Pa., recites certain provisions of said Will, whereby decedent bequeathed certain annuities and legacies to various parties; that the widow of said testator who survived him, took under the law, that the assets from the income of which was to be paid said annuities was invoiced at \$112,600.00; that said John George Edward Earle, on March 17, 1876, qualified as Executor and has ever since had control of all the property of said estate. Alleges that there is due each of the plaintiffs the sum of \$30,000.00. Recites the conveyances by Earle to Coleman and by Coleman to George Earle and William Earle, and alleges that said conveyances were made without actual consideration and for the purpose of defrauding creditors, etc. Asks judgment for \$30,000.00 each and that said conveyances be set aside, and the lands therein described be made subject to demands of plaintiffs, etc.

Notice filed Dec. 14, 1911, and recorded in Lis Pendens Record No. 1, Page 482, described as the

N $\frac{1}{2}$  of NW  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  and the S  $\frac{1}{2}$  of S  $\frac{1}{2}$  of Sec. 29, all in T. 36, R. 8, (with other land,) in Lake Co., Ind.

Affidavit of Non-Residence filed Dec. 14, 1911, as to all said defendants, except defendants Effie Earle, Edward H. Risdon and Earl W. Risdon.

Certain proceedings were had, and on March 6, 1912, the venue of this cause was changed to Porter County.

See Order Book No. 32, Page 20.

10. John H. Earle and George Harwood Earle,  
vs.

John George Edward Earle, George Earle, Mary Earle, Joseph Hodge Devonshire, Grace Devonshire, Ellen Devonshire, Mary Georgiana Earle, Frederick Hobart Earle, Charlotte Earle, Richard Earle, Edwin Earle, Robin Earle, Charles Harvey Earle, —Devonshire, whose christian name is unknown, daughter of Joseph Hodge Devonshire, Lilian Earle, daughter of Frederick Hobart Earle, —Devonshire, whose christian name is unknown, niece of Frederick Hobart Earle, Frederick Hobart Earle, Trustee of Earle's Retreat, Effie Earle, Earle's Retreat, Edward H. Risdon, Earl W. Risdon, The Corporation of the town of Falmouth, England, The Parish of Falmouth, England, The Governing Body of Earle's Retreat, Mary G. Risdon, William Skinner, The nieces of George Earle, deceased, whose true christian names are unknown, the children, descendants and heirs, the surviving spouses, widow, widower, the creditors and administrators of estates, the devisees, legatees, trustees, assignees, and executors of the Last Will and Testament, and the survivors in trust respectively of each and all of the foregoing named, designated mentioned and described defendants, if deceased; all the woman once known by any of the names above and herein stated who have changed their names or are now known by some other name, the names of all of whom are unknown to the plaintiff, the spouses of all the persons above named, designated, mentioned and described, as defendants to this action, who are married, the names of all of whom are unknown to plaintiffs.

—(No. 1372.)

In the Porter Circuit Court

Come again the plaintiffs by A. D. Bartholomew, their attorney, come also the defendants, George Earle, William Earle, and Robin Earle, wife of William Earle, by McMahon & Conroy, their attorneys and separately and severally move the Court for an order requiring the plaintiffs to make the second paragraph of their amended complaint herein, more specific, said motion is by the Court overruled, to which ruling of the Court said defendants separately and severally except.

And now said defendants George Earle, William Earle and Robin Earle, wife of William Earle, file a separate and several demurrer to each paragraph of plaintiffs amended complaint herein.

And now the plaintiffs show to the Court by the Affidavit of A. J. Smith, one of the publishers of the Hobart Gazette, a weekly newspaper of general circulation, printed and published at Hobart, Lake Co., Ind., that each and all of the above and foregoing named defendants herein, were notified of the filing and pendency of this action, and the return day thereof, by publication in said newspaper for 3 full successive weeks, and more than 30 days prior to Feb'y 16, 1912, the day upon which notice was made returnable, as per special endorsement upon the plaintiff's complaint, and on the following named days, to-wit: Dec. 22, Dec. 29th, 1911, and Jan'y 5, 1912, which Affidavit together with the notice thereto attached are now filed herein. Thereupon each and all of said defendants, except George Earle, William Earle and Robin Earle, wife of William Earle, are 3 times loudly called in open Court, come not, but herein wholly make default.

And now the motion heretofore filed herein, of the defendant John George Edward Earle to quash the service of the service of process herein as against him is sustained by the Court and said process of service against said defendant is quashed and set aside, to which ruling of the Court the plaintiffs separately and severally object and except, and elect to abide their exceptions.

And now the Court sustains the separate and several demurrer of the defendants, George Earle, William Earle and Robin Earle, wife of William Earle, to each separate paragraph of the plaintiff's amended complaint, to which ruling of the Court, the plaintiffs separately and severally object and except as to each separate and several demurrer to each separate paragraph of their complaint, and elect to abide their exceptions, and refuse to plead further.

It is therefore considered and decreed by the Court that the plaintiffs take nothing by reason of their amended complaint filed herein and that the defendants, John George Edward Earle, George Earle, and Robin Earle, wife of William Earle, recover of and from the plaintiffs, John H. Earle and George Harwood Earle, all their costs in this behalf laid out and expended.

Appended is a certificate dated March 20, 1912, by G. E. Bonholt, Clerk of the Circuit Court of Porter Co., Ind., (under seal of said Court,) that the foregoing is a true and complete copy of the order entered in above entitled cause on March 13, 1912, as appears of record in his office.

Recorded April 3, 1912, in Book No. 152, Page 127, of the "Record of Wills and Orders of Court."

11. Mary Georgiana Risdon,  
vs.

John George Edward Earle, George Earle,  
William Earle, Robin Earle.

In the Lake Circuit Court.  
No. 9264.

Complaint filed May 8, 1912, recites that one George Earle, of Philadelphia, in the State of Pennsylvania, departed this life on the 4th day of January, 1876, leaving a Will, dated August 3, 1870, and codicils thereto dated respectively June 17, 1872, and September 25, 1875, which said Will and codicils were admitted to probate in the City and County of Philadelphia, in the State of Pennsylvania; that by Article 2 of said Will, he devised and bequeathed amongst other bequests, legacies and annuities to the plaintiff Mary Georgiana Earle, who is the same person as the plaintiff Mary Georgiana Risdon mentioned in said Will, his grand daughter an annuity for \$1500; And he nominated and appointed his said son, the defendant John George Edward

Earle as executor of his estate under said Will and by the provision of said Will did give, grant, transfer and set over to said executor in trust, all said testator's securities, and investments of whatsoever nature and kind, together with all cash on hand at the time of his decease, as capital which his said executor should proceed to invest for the purposes provided in said Will.

That said defendant John George Edward Earle on the 17th day of March, 1876, qualified, as executor of said Will and Letters testamentary were issued to him by the Registrar of Wills of the State and County of Philadelphia, Pennsylvania; that the assets from the income of which was to be paid the annuities provided for in the Will was invoiced at \$112,600; that upon his qualification as executor, said defendant John George Edward Earle took possession of the assets of said estate and has ever since used, invested and controlled the same.

The plaintiff further says that on the 2nd day of May, 1893, the said defendant John George Edward Earle was the owner of the following described real estate in Lake County, and the State of Indiana, to-wit:

The N  $\frac{1}{2}$  of NW  $\frac{1}{4}$  and NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$ , and the S  $\frac{1}{2}$  of S  $\frac{1}{2}$  of Sec. 28, T. 36 N., R. 8 W., (with other land.)

Recites the conveyance, from Earle to John R. Coleman and from Coleman to George Earle and William Earle.

Asks Judgment for \$50,000.00, and that said deeds may be set aside, etc.

On May 8, 1912: Comes now the plaintiff by A. D. Bartholomew, her attorney and files herein an Affidavit of a competent and disinterested person, showing the non-residence of the State of Indiana, of each and all of the defendants hereto.

Whereupon it is now by the Court ordered that said defendants be notified by publication of the filing and pendency of this cause for hearing, returnable on the 2nd day of September Term, 1912, of this Court.

Notice filed May 10, 1912, and recorded in Lis Pendens Record No. 1, Page 488, describes the following lands: The N  $\frac{1}{2}$  of NW  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  and the S  $\frac{1}{2}$  of S  $\frac{1}{2}$  of Sec. 29, all in T. 36 N., R. 8 W., (with other lands,) all in Lake County, Indiana.

On May 8, 1912: Comes now the plaintiff by A. D. Bartholomew, her attorney, and files herein an affidavit of a competent and disinterested person, showing the non-residence of the State of Indiana of each and all of the defendants hereto. Whereupon it is now by the Court ordered that said defendants be notified by publication of the filing and pendency of this cause for hearing, returnable on the 2nd day of September Term, 1912 of this Court.

Order Book No. 32, Page 77.

(This cause is now pending.)

12. Otto J. Bruce makes Affidavit March 17, 1909, that he is now and has been since the 18th day of July, 1893, a resident practicing attorney in Lake County, in the State of Indiana; that he is acquainted with the attorneys who represented the petitioners in the cause Number 2518, of the Lake Circuit Court, entitled, In the Matter of the Fred Jarnecke Ditch, which the venue thereof was changed to the Porter Circuit Court, on the 1st day of November, 1895, affiant says that he has talked with the attorneys who represented the petitioners in said cause, and also a number of the petitioners; and said attorneys and petitioners so communicated with stated to affiant that no further steps would be taken by them in said cause, affiant therefore states the facts to be true as he verily believes, that said proceeding has been wholly abandoned. Further affiant saith not. Subscribed and sworn to before August A. Bremer, Notary Public in Lake Co., Ind., Recorded March 17, 1909, in Miscellaneous Record No. 59, Page 154.

13. George Earle, bachelor,  
To  
William Earle.

Power of Attorney, dated March 25, 1912. Constituent makes and appoints William Earle his true and lawful Attorney for him and in his name, place and stead to sell and dispose of all my lands, tene-

ments, hereditaments and real estate of whatever kind and description in Lake Co., Ind., or any part thereof, absolutely in fee simple, for such sums of money, or on such terms and conditions, as he shall think fit, and to execute such bond or bonds for the conveyance thereof, and such persons as he shall think fit and to receive the proceeds and upon receipt thereof to give proper acquittances and sufficient discharges thereof. And also for me and in my name, to seal, execute and deliver such deeds of disposal thereof, or any part thereof, with such clauses, covenants and agreements, as said Attorney shall think fit and expedient or otherwise, to let and demise the same or any part thereof, for such terms and at such rents as he shall think fit and also to ask, demand, sue for, recover and receive all such rents, debts and sums of money as are or shall become due, owing or payable to me, for or by reason of any transaction as aforesaid, hereby giving and granting unto said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes, as I might or could do, if personally present, at the doing thereof, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue thereof. Acknowledged regularly before S. F. Turner, Notary Public in Cook Co., Ill. Recorded March 30, 1912, in Miscellaneous Record No. 67, Page 250.

#### ADDITIONAL TAX SALES.

14. NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  & SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Sec. 29, T. 36, R. 8, 80 acres, sold Feb'y 13, 1911, to C. W. Allman, for \$106.75, amount of taxes returned delinquent in name of George Earle for 1909 & 1910.

15. N  $\frac{1}{2}$  NW  $\frac{1}{4}$ , Sec. 29, T. 36, R. 8, 80 acres, sold Feb'y 13, 1911, to C. W. Allman, for \$109.75, amount of taxes returned delinquent in name of George Earle for 1909 & 1910.

State of Indiana, Lake County, ss:

The foregoing is a Continuation of Abstract of Title to the premises described in the Caption thereof. We find that the foregoing Seventeen (17) Pages contain all the changes or transfers of said premises, since May 10, 1907, at 8 A. M., as appears from a careful examination of the Recorder's records, the Tax Sale records and the Lis Pendens records of said Lake County.

We find no Judgments upon the records in the Clerk's office of Lake County, Indiana, rendered within the ten years last past, against any of the parties in the foregoing Continuation of Abstract mentioned, that are a lien on the lands therein described, as appears from a careful examination of said records and our indices to the same.

Taxes of 1911 are delinquent and amount to \$336.64.

The assessment for Cady Marsh Ditch was paid in full, by sales as herein shown.

Taxes of 1912 became a lien March 1, 1912.

Crown Point, Indiana, August 27, 1912, at 4 P. M.

(Seal)

ALLMAN-GARY TITLE COMPANY,  
By C. W. Allman, Vice-Pres't.

Abstracters.

CONTINUATION OF ABSTRACT OF TITLE to the North half of the North West quarter, and the North West quarter of the North East quarter, and the South West quarter of the North West quarter, and the South half of the South East quarter and the South half of the South West quarter, of Section 29, Township 36 North, Range 8 West, of the 2nd P. M., containing 320 acres more or less, (excepting public highway and railroad rights of way over said lands,) in Lake County, Indiana, from August 27, 1912, at 4 P. M., to the present date.

1. United States, Letters Patent, dated Feb'y 15, 1858. Grants and  
To conveys the N  $\frac{1}{2}$  of NW  $\frac{1}{4}$  and NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of  
John G. Earle, assignee of Joseph Thompson. Sec. 29, T. 36 N., R. 8 W., in the District of lands  
subject to sale at Indianapolis, Ind., containing 120  
acres, according to the official Plat of the Survey of said land returned to the General Land Office by the Surveyor General, in pursuance of the Act of Congress, approved March 3, 1855, entitled, "An Act in addition to certain Acts granting Bounty Land to certain officers and soldiers who have been engaged in the Military Service of the United States," issued under Warrant 12582 for 120 acres in favor of Joseph Thompson and by him assigned to said John G. Earle. Recorded Sept. 24, 1912, in Book No. 183, Page 151.

2. State of Indiana, State Patent, dated Jan'y 12, 1857. Grants and  
To conveys the SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of Sec. 29, T. 36 N., R.  
George Earle. 8 W., containing 40 acres, more or less, in Lake Co.,  
Ind., where said lands were offered for sale, accord-  
ing to the provisions of an Act of the General Assembly of the State of Indiana, approved May 29, 1852, entitled, "An Act to regulate the Sale of the Swamp Lands donated by the United States to the State of Ind., and to provide for the draining and reclaiming thereof in accordance with the condition of said Grant," and also after several Acts supplemental thereto. Signed by the Governor and Secretary of State. Recorded Sept. 24, 1912, in Book No. 40, Page 211.

3. State of Indiana, State Patent, dated Jan'y 12, 1857. Grants and  
To conveys the SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Sec. 29, T. 36 N., R.  
George Earle. 8 W., containing 40 acres more or less, in Lake Co.,  
Ind., where said lands were offered for sale accord-  
ing to the provisions of an Act of the General Assembly of the State of Indiana, approved May 29, 1852, entitled, "An Act to regulate the Sale of the Swamp Lands donated by the United States to the State of Indiana, and to provide for the draining and reclaiming thereof in accordance with the condition of said Grant," and also of the several acts supplemental thereto. Signed by the Governor and Secretary of State. Recorded Sept. 24, 1912, in Book No. 40, Page 212.

4. State of Indiana, State Patent, dated Jan'y 12, 1857. Grants and  
To conveys the SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Sec. 29, T. 36 N., R.  
George Earle. 8 W., containing 40 acres more or less, in Lake Co.,  
Ind., where said lands were offered for sale accord-  
ing to the provisions of an Act of the General Assembly of the State of Indiana, approved May 29, 1852, entitled: "An Act to regulate the Sale of the Swamp Lands donated by the United States to the State of Indiana, and to provide for the draining and reclaiming thereof in accordance with the condition of said Grant," and also of the several acts supplemental thereto. Signed by the Governor and Secretary of State. Recorded Sept. 24, 1912, in Book No. 40, Page 213.

5. State of Indiana, State Patent, dated Jan'y 12, 1857. Grants and  
To conveys the SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Sec. 29, T. 36 N., R.  
George Earle. 8 W., containing 40 acres more or less, in Lake Co.,  
Ind., where said lands were offered for sale, accord-  
ing to the provisions of an Act of the General Assembly of the State of Indiana, approved May 29, 1852, entitled, "An Act to regulate the Sale of the Swamp Lands donated by the United States to the State of Indiana, and to provide for the draining and reclaiming thereof in accordance with the condition of said Grant," and also of the several acts supplemental thereto. Signed by the Governor and Secretary of State. Recorded Sept. 24, 1912, in Book No. 40, Page 210.

6. Julian H. Youche, bachelor,  
To  
George Earle.
- Quit Claim Deed, Sept. 19, 1912, conveys the S  $\frac{1}{2}$  of S  $\frac{1}{2}$  of Sec. 29, T. 36 N., R. 8 W., of 2nd P. M., in Lake Co., Ind., for the sum of \$1.00 and other valuable considerations. This indenture is intended to convey all rights therein acquired by Grantor by virtue of sale of same by County Treasurer of Lake Co., in 1908 and taxes paid in 1909 and 1910. Acknowledged regularly before S. F. Turner, Notary Public in Cook Co., Ill. Recorded Sept. 24, 1912, in Book No. 183, Page 149.
7. John G. Earle, widower,  
To  
George Earle.
- Quit Claim Deed, Sept. 12, 1912, conveys all interest acquired through tax sales in the N  $\frac{1}{2}$  of NW  $\frac{1}{4}$ ; NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ; the SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  and the S  $\frac{1}{2}$  of S  $\frac{1}{2}$  of Sec. 29, T. 36 N., R. 8 W., containing in all 320 acres, in Lake Co., Ind., for the sum of \$1.00 and other considerations. Acknowledged regularly before S. F. Turner, Notary Public in Cook Co., Ill. Recorded Sept. 24, 1912, in Book No. 183, Page 150.
8. Mary Georgiana Risdon,  
vs.  
John George Edward Earle, et al.
- In the Lake Circuit Court.  
No. 9264.
- On Sept. 23, 1912: This cause was dismissed as per stipulation filed.  
(Stipulation on file that cause be dismissed at the costs of the plaintiff.)
9. George Earle and Alice M., his wife,  
William Earle,  
To  
First Trust Company of Porter Co., Ind.
- Mortgage, dated Sept. 15, 1912, mortgage and warrant the S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of Sec. 29, T. 36 N., R. 8 W., in Lake Co., Ind. To secure the note of George Earle and William Earle of even date herewith for \$18000.00, payable to Mortgagee 5 years from date with interest at 5 per cent per annum, payable semi-annually at the First Trust Company, at Valparaiso, Ind., with attorney fees and without relief, with the privilege of paying \$500.00 or any multiple thereof at any interest paying period and upon payment of \$7000.00 and all interest then due and all taxes and other assessments then due and payable Mortgagee shall release any 40 acres, and upon the payment of \$6000.00 more, Mortgagee shall release, under like conditions, 40 acres as selected by Mortgagors. Mortgagors agree to keep buildings insured for \$—— and pay all taxes, assessments and liens of every nature which are or may be levied against said premises and failing so to do Mortgagee may pay same and amount so paid, with like interest, shall be part of the debt secured hereby. This Mortgage shall also secure any other notes signed by one or more of the Mortgagors which the holder of above note may acquire, whether signed by Mortgagors as principal, surety, indorser or guarantor. Default in payment of principal or interest or the taxes, assessments, liens or insurance to render whole sum due and payable. Provides for appointment of a Receiver, etc. Acknowledged regularly Sept. 21, 1912, before Frank D. Barnes, Notary Public in Cook Co., Ill. Recorded Sept. 24, 1912, in Mortgage Record No. 90, Page 96.
10. George Earle and Alice M., his wife,  
William Earle,  
To  
Valparaiso National Bank.
- Mortgage, dated Sept. 15, 1912, mortgage and warrant the NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Sec. 29, T. 36 N., R. 8 W., in Lake Co., Ind. To secure George Earle and William Earle's First Mortgage Real estate bond note of even date, for \$3000.00, payable to Mortgagee or bearer, 3 years from date, (rate of interest not stated,) payable at Valparaiso National Bank, Valparaiso, Ind., without relief. Mortgagors represent that they own above land in fee simple; that this Mortgage is a First Mortgage and only lien on said real estate and agree to pay all liens, taxes charges and assessment against said premises and failing to pay taxes, liens, assessments, and charges when due or to insure said premises, Mortgagee may pay same and amount so paid with 8 per cent interest shall be part of the debt secured. Default in payment of said note, or interest coupons at maturity to render whole sum due and payable. This Mortgage shall secure any other notes signed by the Mortgagors or either of them, which the holder of above note may acquire whether signed as principal, surety, indorser or guarantor. Acknowledged regularly Sept. 21, 1912, before Frank D. Barnes, Notary Public in Cook Co., Ill. Recorded Sept. 24, 1912, in Mortgage Record No. 90, Page 97.
11. George Earle and Alice M., his wife,  
William Earle,  
To  
Valparaiso National Bank.
- Mortgage, dated Sept. 15, 1912, mortgage and warrant the NE  $\frac{1}{4}$  NW  $\frac{1}{4}$  and NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Sec. 29, T. 36 N., R. 8 W., in Lake Co., Ind. To secure George Earle and William Earle's First Mortgage Real Estate bond note of even date, for \$5000.00, payable to Mortgagee or bearer 3 years from date, (rate of interest not stated,) payable at Valparaiso National Bank, Valparaiso, Ind., without relief. Mortgagors represent that they own above land in fee simple; that this Mortgage is a first Mortgage and only lien on said real estate and agree to pay all liens, taxes, charges and assessments against said premises and failing to pay taxes, liens, assessments, and charges when due or to insure said premises, Mortgagee may pay same and amount so paid with 8 per cent interest shall be part of the debt secured hereby. Default in payment of said note, or interest coupons at maturity to render whole sum due and payable. This Mortgage shall secure any other notes signed by the Mortgagors or either of them which the holder of above note may acquire whether signed as principal, surety, indorser or guarantor. Acknowledged regularly Sept. 21, 1912, before Frank D. Barnes, Notary Public in Cook Co., Ill. Recorded Sept. 24, 1912, in Mortgage Record No. 90, Page 99.

12. Gary Trust and Savings Bank and The Security State Bank,  
vs.  
John G. Earle, George Earle and John H. Earle.
- In the Lake Superior Court. Room 3. Sitting at Crown Point.  
Attachment. No. 326.  
Complaint filed September 3, 1912, asks Judgment on note for \$1059.25, and \$200 attorneys fees. Affidavit of Non-Residence filed Sept. 3, 1912, as to all said defendants. Affidavit in attachment filed Sept. 3, 1912.  
(This cause is now pending.)

13. The two Tax Sales shown at Nos. 14 and 15, of last Continuation, were Redeemed Sept. 14, 1912, by Geo. & Wm. Earle.

State of Indiana, Lake County, ss:

The foregoing is a Continuation of Abstract of Title to the premises described in the Caption thereof. We find that the foregoing Eight (8) Pages contain all the changes or transfers of said premises, since August 27, 1912, at 4 P. M., as appears from a careful examination of the Recorder's records, the Tax Sale records and the Lis Pendens records of said Lake County.

We find no Judgments upon the records in the Clerk's office of Lake County, Indiana, rendered within the ten years last past, against any of the parties in the foregoing Continuation of Abstract mentioned, that are a lien on the lands therein described, as appears from a careful examination of said records and our indices to the same.

Taxes of 1911 are paid in full.

Taxes of 1912 became a lien March 1, 1912.

Crown Point, Indiana, September 26, 1912, at 4 P. M.

(Seal)

ALLMAN-GARY TITLE COMPANY,  
By C. W. Allman, Vice-Pres't.  
Abstracters:

- Gary Trust & Savings Bank and The Security State Bank,  
vs.  
John G. Earle, George Earle and John H. Earle,
- In the Lake Superior Court. Room 3. Sitting at Crown Point.  
Attachment. (No. 326.)  
On Oct. 14, 1912: Come now the plaintiffs hereto by Harris and Ressler, their Attorneys, and now release the attachment in this cause. And the attached property described in plaintiff's complaint is now released from said attachment.
- Order Book No. 1, Page 259.

State of Indiana, Lake County, ss:

We hereby certify that the foregoing page contains a full, true and complete copy of the order entered in said Case No. 326.

Crown Point, Indiana, November 7, 1912.

(Seal)

ALLMAN-GARY TITLE COMPANY,  
By C. W. Allman, Vice-Pres't.  
Abstracters.

CONTINUATION OF ABSTRACT OF TITLE to the North half of the North West quarter and the North West quarter of the North East quarter and the South West quarter of the North West quarter and the South half of the South East quarter and the South half of the South West quarter of Section 29, Township 36 North, Range 8 West of the 2nd P. M., (excepting therefrom existing highways and railroad rights of way over said land,) in Lake County, Indiana, from September 26, 1912, at 4 P. M., to the present date.

1. United States,  
To  
State of Indiana.
- Copy of Letters Patent, dated March 3, 1853, grants and conveys the S½ of Sec. 29, T. 36 N., R. 8 W., (with other land,) according to the official plats of survey of the said lands returned to the General Land Office by the Surveyor General. According to the provisions of the Act of Congress, approved Sept. 28, 1850, entitled, "An Act to enable the State of Arkansas and other States to reclaim the swamp lands within their limits." Sets forth that said lands have been selected as "Swamp and Overflowed Lands," enuring to the said State under the Act aforesaid, being situated in the District of Lands subject to sale at Winamac, Indiana, and for which the Governor of the said State of Indiana, did on Dec. 18th, 1852, request a Patent to be issued to the said State.  
Certificate of the Auditor of State that same is a true copy ("except that the lands other than those herein described were included in said Letters Patent,") is dated April 13, 1892.  
Recorded Nov. 15, 1912, in Book No. 184, Pages 468 to 471.

2. Mary G. Ridsen, et al.,  
vs.  
John G. Earle, et al.
- In the Porter Circuit Court, Porter Co., Ind. Cause No. 1371. Be it remembered that on Oct. 8, 1912, the same being the second Judicial day of the October Term, 1912, of said Court begun, held and continued at the Court House in Valparaiso, commencing on Monday Oct. 7, 1912, before the Hon. Willis C. McMahan, Judge of said Court, the following proceedings were by said Court had in the above entitled cause, to-wit:

Mary G. Ridsen, Edward H. Ridsen and Earle  
W. Ridsen, No. 1371.

vs.

John G. E. Earle, William Earle, George  
Earle, Julian H. Youche, and Mathias  
Schneider.

Come now the plaintiffs by their attorney A. E. Bartholomew, and dismiss this cause, as per stipulation filed herein and reading as follows: State of Indiana, County of Porter, ss: In the Porter Circuit Court, October Term, 1912.

Mary G. Ridsen, et al.,

vs.

John G. Earle, et al.

This cause is hereby dismissed. A. D. Bartholomew, Attorney for Plaintiffs. It is therefore ordered by the Court that this cause be and the same is hereby dismissed at cost of plaintiffs.

G. E. Bornholt, Clerk of the Circuit Court of Porter Co., Ind., certifies Oct. 11, 1912, (under seal of said Court) that the foregoing is a full, true and complete copy of all the order book entries and proceedings by said Court had in above entitled cause, as appears of record in his office. And that all Court costs have been paid.

Recorded Oct. 12, 1912 in Book No. 152, page 155.

3. George Earle and Alice M., his wife,

To

The American Trust and Savings Bank

Hobart, Ind.—.

Mortgage, dated July 17, 1912, mortgage and warrant the SW $\frac{1}{4}$  SW $\frac{1}{4}$  of Sec. 29, T. 36 N. R. 8 W., in Lake Co., Ind., and all right to retain possession of

said premises after default in payment or a breach of any of the covenants or agreements herein contained. To secure his note bearing even date herewith for \$5000.00 payable to the order of himself and by him endorsed 5 years after date, with interest at 6% per annum and with attorney fees and expenses. Default in payment of said note or interest thereon or waste, non-payment of taxes or assessments or a breach of any of the covenants or agreements herein contained render whole sum and interest secured hereby, due and payable. In case of the death, resignation, absence, removal from Lake Co., or other inability to act as said Mortgagee, then the Recorder of Lake Co., Ind., is hereby appointed and made successor in trust herein with like power and authority. Acknowledged regularly Jan'y 13, 1913, before Frank D. Barnes, Notary Public in Cook Co., Ill. Recorded Jan'y 29, 1913, in Mortgage Record No. 92, Page 40.

4. Gary Trust and Savings Bank, and the  
Security State Bank,

vs.

John G. Earle, George Earle and John H. Earle.

In the Lake Superior Court. Room 3. Sitting at Crown Point, No. 326.

On Oct. 14, 1912: Come now the plaintiffs hereto by Harris & Ressler, their attorneys, and now release the attachment in this cause, and the attached property described in plaintiff's complaint is now released from said attachment.

Order Book No. 1, Page 259.

And on Oct. 25, 1912: John H. Earle is defaulted. Plaintiff's dismiss as against John G. Earle and George Earle. Judgment rendered against John H. Earle.

Order Book No. 1, Page 279.

5. Henry A. Vossler.

vs.

George Earle and William Earle.

In the Lake Superior Court.

Room 1. (No. 12007.)

Attachment.

Complaint filed June 19, 1914, asks to have foreign

judgment made a lien on real estate in Lake Co., Ind.

Notice filed June 19, 1914, and recorded in Lis Pendens Record No. 1, Page 275, (describes certain real estate not including the property herein described.)

Affidavit and Bond in Attachment filed June 19, 1914.

Writ of Attachment issued June 19, 1914, and returned endorsed as levied on (same real estate as described in Lis Pendens Record No. 1, Page 275.)

(This cause is now pending.)

State of Indiana, Lake County, ss:

The foregoing is a Continuation of Abstract of Title to the premises described in the Caption thereof. We find that the foregoing Four (4) Pages contain all the changes or transfers of said premises, since September 26, 1912, at 4 P. M., as appears from a careful examination of the Recorder's records, the Tax Sale records and the Lis Pendens records of said Lake County.

We find no Judgments upon the records in the Clerk's office of Lake County, Indiana, rendered within the ten years last past, against George Earle, that are a lien on the land in the foregoing Continuation of Abstract described, as appears from a careful examination of said records and our indices to the same.

Taxes of 1914 are delinquent and amount to \$556.24.

Taxes of 1915 became a lien March 1, 1915.

Crown Point, Indiana, December 8, 1915, at 4 P. M.

ALLMAN-GARY TITLE COMPANY,

By C. W. Allman, Vice-Pres't.

Abstracters.

(Seal.)

CONTINUATION OF ABSTRACT OF TITLE to the North half of the North West quarter, and the North West quarter of the North East quarter, and the South West quarter of the North West quarter, and the South half of the South East quarter, and the South half of the South West quarter of Sec-

tion 29, Township 36 North, Range 8 West of the 2nd P. M., (excepting therefrom existing highways and railroad rights of way over said land,) in Lake County, Indiana, from December 8, 1915, at 4 P. M., to the present date.

1. George Earle and Alice M., his wife, and  
William Earle,  
To  
Valparaiso National Bank of Porter County,  
Indiana.

Mortgage, dated Dec. 8, 1915, mortgage and warrant the NE $\frac{1}{4}$  NW $\frac{1}{4}$ , and the NW $\frac{1}{4}$  NE $\frac{1}{4}$  of Sec. 29, T. 36 N., R. 8 W., in Lake Co., Ind. To secure a First Mortgage Real Estate Bond of even date herewith, signed by George Earle and William Earle, for \$5000.00 due in 3 years from date in favor

of the Valparaiso National Bank, or bearer, said bond draws interest at 7% per annum, payable semi-annually and payable to Mortgagee at the office of the Valparaiso National Bank of Valparaiso, Ind., without relief. Mortgagors represent that they are the owners of above land in fee simple and that this will be a first Mortgage and only lien or incumbrance thereon. Mortgagors agree to keep all liens, taxes, insurance, charges and assessments against said premises paid when due, and failing so to do, Mortgagee may pay same and amount so paid, with 8% interest shall be part of the debt secured hereby. Default in payment of said note or interest coupons at maturity to render whole sum due and payable. Acknowledged Dec. —, 1915, before Claude A. Ferrin, Notary Public in Cook Co., Ill. Recorded Jan'y 13, 1916, in Mortgage Record No. 109, Page 135.

2. George Earle and Alice M., his wife, and  
William Earle,  
To  
Valparaiso National Bank of Porter County,  
Indiana.

Mortgage, dated Dec. 8, 1915, mortgage and warrant the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Sec. 29, T. 36 N., R. 8 W., in Lake Co., Ind. To secure a First Mortgage Real Estate Bond of even date herewith, signed by George Earle and William Earle for \$3000.00 due in 3 years from date in favor of the Valparaiso National Bank,

or bearer. Said bond draws interest at 7% per annum, payable semi-annually, and payable to Mortgagee at the office of the Valparaiso National Bank of Valparaiso, Ind., without relief. Mortgagors represent that they are the owners of above land in fee simple and that this will be a first Mortgage and only lien or incumbrance thereon. Mortgagors agree to keep all liens, taxes, insurance, charges and assessments against said premises paid when due, and failing so to do, Mortgagee may pay same and amount so paid, with 8% interest, shall be part of the debt secured hereby. Default in payment of said note or interest coupons at maturity to render whole sum due and payable. Acknowledged Dec. —, 1915, before Claude A. Ferrin, Notary Public in Cook Co., Ill. Recorded Jan'y 13, 1916, in Mortgage Record No. 109, Page 136.

State of Indiana, Lake County, ss:

The foregoing is a Continuation of Abstract of Title to the premises described in the Caption thereof. We find that the foregoing Two (2) Pages contain all the changes or transfers of said premises, since December 8, 1915, at 4 P. M., as appears from a careful examination of the Recorder's records, the Tax Sale records and the Lis Pendens records of said Lake County.

We find no Judgments upon the records in the Clerk's office of Lake County, Indiana, rendered within the ten years last past, against George Earle, that are a lien on the lands in the foregoing Continuation of Abstract described, as appears from a careful examination of said records and our indices to the same.

Taxes of 1914 are delinquent and with current taxes of 1915, amount to \$924.08.  
Crown Point, Indiana, January 13, 1916, at 4 P. M.

ALLMAN-GARY TITLE COMPANY,  
By David Maney, Vice-Prest.  
Abstracters.

(Seal.)

CONTINUATION OF ABSTRACT OF TITLE to the Southwest quarter of the Northwest quarter and the Southeast quarter of the Southwest quarter and the South half of the Southeast quarter of Section 29, Township 36 North, Range 8 West of the 2nd P. M., (excepting therefrom existing highways and railroad rights of way over said land,) in Lake County, Indiana, from January 13, 1916 at 4 P. M., to the present date.

1. Henry A. Vossler,  
vs.  
George Earle and William Earle.

In the Lake Superior Court.  
Room 1. (No. 12007.)

On June 30, 1916: This cause was dismissed and costs paid.

See Order Book No. 22, Page 421.

2. George Earle & Alice M., his wife, William  
Earle and Robin L., his wife,  
To  
Gary-Hobart Investment Realty Company,  
a corporation duly organized and existing under and by virtue of — of the  
State of Indiana.

Warranty Deed, June 1, 1916, convey the N  $\frac{1}{2}$  NW  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  and the S  $\frac{1}{2}$  S  $\frac{1}{2}$  Sec. 29, T. 36, R. 8 W. containing in all 320 acres more or less (with other land) in Lake Co., Ind., for the sum of \$1.00 and other valuable considerations. Subject to public highways, railroad rights of way and all existing liens of record. Acknowledged regularly before

William J. Schroeder, Notary Public in Lake Co., Ind. Recorded June 17, 1916, in Book No. 223, Page 164 to 167 inclusive.

3. Articles of Association of The Gary-Hobart Investment Realty Company, dated July 9, 1912.

We, the undersigned, hereby associate ourselves by these Articles of Association, in pursuance of the laws of the State of Ind., concerning the organization and perpetuity of voluntary Associations and particularly an Act of the General Assembly of the State of Ind., approved March 9, 1901, and all acts amendatory thereof and supplemental thereto, which are hereby made a part hereof by reference thereto.

Art. 1. The name of this Association is: The Gary-Hobart Investment Realty Company.

Art. 2. The amount of capital stock shall be \$25000.00 divided into 250 shares of \$100.00 each.

Art. 3. The objects for which this Association is organized are as follows: (a) To buy, hold, own, lease, mortgage, improve and sell real estate and personal property, both within and without the State of Indiana. It shall be made one of the policies of this Association when organized to improve portions of its real estate from time to time held or owned by it, as by subdividing the same into lots, tracts and parcels and to lay out, open, pave and otherwise improve streets, alleys and other parts thereof and dedicate same to the public for streets, alleys, park and other public purposes; to erect buildings and construct sidewalks and other improvements thereon.

(b) For borrowing and loaning money.

(c) To buy and sell promissory notes, bills of exchange, choses in action, fees and all other evidence of indebtedness.

(d) To buy and sell State, County, Municipal and all other bonds which purchase or sale of any such bonds, it may purchase or sell in its own name for its own use and profit or it may purchase and sell for others as agent or Broker.

All Deeds, mortgages, leases, contracts, assignments, releases and other debentures, and paper writings executed by said Association shall be executed in the name of the Association and signed by the President or Vice President and attested by the Sec'y and the seal of the corporation.

Art. 4. The name and place of residence of and the number of shares of capital stock, subscribed for at the par value thereof, by each of the incorporating members are as follows:

Name	Residence	No. of shares.
William Earle,	East Gary, Indiana	123 "
George Earle,	Chicago, Illinois,	123 "
Frank D. Barnes,	Chicago, Illinois,	4 "

Art. 5. The location of the principal office of this Association is East Gary, Lake Co., Ind.

Art. 6. The duration of time for which this Association is formed is 50 years.

Art. 7. The corporate seal shall consist of a metallic stamp circular in form, around the outer margin of which and upon the face thereof shall be the words: "The Gary-Hobart Investment Realty Company," and upon the lower margin and upon the face thereof in circular form the word, "Indiana," Across the center of the face thereof and in large letters shall be the word "Seal."

Art. 8. The annual election of officers of this Association shall be held at the principal office on the first Tuesday after the first Monday in June of each year and the Directors of said Association shall be voted for and elected by the stockholders and each stockholder shall be entitled to as many votes as he shall have shares of stock of said Association at the time of such election as shown by the books of the Association, and the person for whom the majority of such votes are cast, shall be declared elected. All officers of the Association shall be elected or appointed annually by the Board of Directors, which election or appointment of officers, shall take place on the same day and place and immediately following the adjournment of the annual election of Directors.

Art. 9. The officers who shall manage the business and prudential affairs of said Association during the first year and until the first annual election of Directors and officers shall be held, shall be President, Vice-President, General Manager, Secretary, Treasurer and three Directors and until the first annual election shall be held, George Earle shall be President, Frank D. Barnes, shall be Vice-President and General Manager, and William Earle shall be Secretary and Treasurer, and each and all of the signers of these Articles shall be Directors until the first annual election of Directors and until their successors have been elected and qualified. The number of Directors of the Association may at any annual stockholders meeting, by a majority vote thereof, be increased to not to exceed 7 in number. Likewise at any such meeting the number of Directors may be decreased to any number, not less than three.

Signed: William Earle, Frank D. Barnes, George Earle.

Acknowledged regularly before S. F. Turner, Notary Public in Cook Co., Ill. Recorded July 30, 1912, in Miscellaneous Record No. 69, Page 83.

4. In the Lake Circuit Court. (No. 9335.)

In the Matter of the Incorporation of The Gary-Hobart Investment Realty Company:

Petition filed Aug. 21, 1912: Asks for an order to be entered of record declaring the existence of said Company as a corporation of the State of Indiana.

On Dec. 11, 1912: Comes now the petitioner herein by counsel, and this cause is now submitted to the Court for hearing and trial without the intervention of a jury; and the Court having heard all of the evidence and being now duly advised in the premises now finds for the petitioner that all the material allegations of its petition herein are true; that the said petitioner Gary-Hobart Investment Realty Company is a duly and legally organized and existing corporation under the laws of the State of Indiana. That all the laws and requirements of said laws have been complied with and that said corporation after having had its Articles of Association duly filed in the office of the Auditor of the State of Indiana, received from the Secretary of the State of Indiana, a certificate duly executed by said Secretary of State showing the said Articles of Association had been filed in said office as provided for by law, and caused a duplicate of said Articles of Association to be recorded in the office of the Recorder of Lake Co., Ind., on July 30th, 1912.

It is therefore considered, adjudged and decreed by the Court that said Gary-Hobart Investment Realty Company is a duly and legally organized and existing corporation under the laws of the State

of Indiana. That it has complied with all of said laws regulating the incorporation of said corporation, and that it caused a duplicate of its Articles of Association to be recorded in the office of the Recorder of Lake Co., Ind., on the 30th day of July, 1912.

Order Book No. 32, Page 265.

5. Gary Hobart Investment Realty Company,  
vs.  
Sherman M. Booth.

In the Lake Superior Court.  
Room 3. Sitting at Gary.  
(No. 2317.)

Complaint filed July 25, 1917, alleges payment of mortgage recorded in Mortgage Record No. 64, Page 496, covering lands in Sec. 29, T. 36 N., R. 8 W., and that same be ordered cancelled of record.

And on Sept. 24, 1917: Comes now the plaintiff and files motion to make Mary G. Risdon additional party defendant which motion is in these words (insert). And which motion is sustained and summons ordered for said defendant returnable October 15th 1917.

Order Book No. 3, Page 343.

And on Oct. 29, 1917: On motion of the plaintiff it is by the Court ordered that an alias summons issue for the defendant returnable November 13th, 1917.

Order Book No. 3, Page 405.

And on Nov. 23, 1917: Comes now the plaintiff and files amended complaint in these words (insert.) And said plaintiff now also shows to the Court service of notice of the filing and hearing of this cause on the defendant by publication in the Gary Daily Tribune, a public newspaper of general circulation printed and published in Lake County, Indiana, for three consecutive weeks on to-wit: July 26th, August 2nd and 9th, 1917, the last of which publications was more than thirty days prior to the 17th day of September, 1917, the return day herein as fixed by endorsement in writing on plaintiff's complaint and now also proves such publications by the affidavit of the publisher of said newspaper, filed herein in these words (insert). And the Court now finds that said defendant Sherman M. Booth has been duly served with notice by publication, and he is three times duly called in open Court, comes not, but herein wholly makes default.

And said plaintiff also shows to the Court personal service of notice of the filing and hearing of this cause on said defendant Sherman M. Booth, in Illinois, and proves the same by the affidavit of George Earle, filed herein in these words to-wit: "State of Indiana, County of Lake, ss: The State of Indiana, to the Sheriff of Lake County, Greeting: You are hereby commanded to summon Sherman M. Booth to appear in the Lake Superior Court, sitting at Gary, before the Judge thereof at the Court House in Gary, Indiana, on the 13th day of November, 1917 being the 2d Judicial day of the November Term, 1917, of said Court, to answer the complaint of Gary Hobart Investment Realty Company, a corporation. And of this writ make due return.

Witness Herbert L. Wheaton, Clerk of said Court, and the seal thereof hereunto affixed at Gary, this 29th day of October, 1917.

Herbert L. Wheaton, Clerk,  
By Ward A. Calder, Deputy Clerk.

State of Indiana, County of Lake, ss:

George Earle being first duly sworn upon his oath, says that he served the within summons by reading the same to and within the hearing of the within named defendant Sherman M. Booth in the City of Chicago, Cook County, Illinois, on the 30th day of October, 1917 at 10 o'clock A. M., That said summons was served upon said defendant at his office in Room Number — in the Borland Building in the City of Chicago.

Affiant further says that at the time of serving said summons he left a true and accurate copy of said summons with the said Sherman M. Booth, and that the Sherman M. Booth upon whom said summons was served and to whom said summons was read, is the same identical Sherman M. Booth, who is the defendant in the said proceedings.

George Earle.

Subscribed and sworn to before me this 31 day of October, 1917.

William J. Schroeder, Notary Public.

"My Commission expires May 5th, 1919."

(Seal)

And said plaintiff also shows to the Court the service of notice of the filing and hearing of this cause on the defendant Mary G. Risdon, with her endorsement and acknowledgment of service thereon, which notice and service read as follows: (insert). And which acknowledgment reads as follows, to-wit: "I hereby acknowledge service of the within summons. Dated this 3rd day of October, 1917. Mary G. Risdon." And the defendant Mary G. Risdon now appears by A. D. Bartholomew and files answer in these words (insert).

And this cause is now submitted to the Court for hearing and trial, without the intervention of a jury, and the Court having heard all the evidence and being duly advised in the premises now finds for the plaintiff that the mortgage described in plaintiff's complaint and recorded in Mortgage Record No. 64, at Page 496 thereof, covering the property set out in plaintiff's amended complaint, has been fully paid and satisfied; and that the defendant Sherman M. Booth refuses to satisfy said Mortgage of record; that the defendant Mary G. Risdon is the sole beneficiary of the cestui que trust, and said mortgage is now by the Court ordered cancelled of record.

It is therefore considered, adjudged and decreed by the Court that said mortgage covering the property set out in plaintiff's complaint, to-wit: N $\frac{1}{2}$  NW $\frac{1}{4}$ ; also the NW  $\frac{1}{4}$  NE  $\frac{1}{4}$ ; also the SW  $\frac{1}{4}$  NW $\frac{1}{4}$ ; also the S $\frac{1}{2}$  S $\frac{1}{2}$  in Sec. 29, T. 36 N., R. 8 W. of the 2nd P. M., in Lake Co., Ind., and recorded in Mortgage Record No. 64, at Page 496 thereof, be and the same is hereby ordered cancelled of record, and the Clerk of this Court is ordered to enter a satisfaction of said mortgage in Recorder's office of Lake County, Indiana.

Order Book No. 3, Pages 433 & 434.

6. On the margin of Mortgage Record 64, Page 496 appears the following: Dec. 13, 1917. Pursuant to an order of Court entered Nov. 23, 1917 in case entitled Gary Hobart Investment Company vs. Sherman M. Booth being No. 2317 of Superior Court Room 3, the within mortgage is hereby released and declared fully satisfied.

Herbert L. Wheaton, Clerk Lake Superior Court.

Attest: A. H. W. Johnson, Recorder Lake Co., Ind.

7. Third Subdivision to Oakington Park being a subdivision of the SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  Sec. 29, T. 36, R. 8 W., 2nd P. M., in Lake Co., Ind.

George Earle, President and William Earle, Secretary of the Gary-Hobart Investment Realty Company hereby certify under seal of said corporation that the said Company is the legal owner of the tract of land shown and described hereon and that they have caused the same to be surveyed and subdivided as shown on this plat and that such survey and subdivision is their free act and deed and the free act and deed of said Company.

Acknowledged regularly April 3, 1917 by said Company by its said officers before William J. Schroeder, Notary Public in Lake Co., Ind. C. S. Mackenzie, Surveyor certifies that he has surveyed the tract of land shown and described hereon and that he has subdivided the same into blocks, lots, streets and alleys of which are correctly represented on the plat hereon drawn to a scale of 100 feet to 1 inch, dimensions are given in feet and decimal parts thereof.

Submitted to and approved and accepted by the Board of Public Works of the City of Gary, Lake Co., Ind., May 14, 1917.

(W. J. Fulton,  
Board of Public Works. (P. B. Lamb,  
(Fr. Zawadzki.

Attest: Loretta Bernstein, Clerk and seal attached.

Recorded May 19, 1917, as Document No. 121276, in Plat Book No. 13, Page 11.

(We do not attach a copy of said Plat.)

State of Indiana, Lake County, ss:

The foregoing is a Continuation of Abstract of Title to the premises described in the Caption thereof. We find that the foregoing Ten (10) Pages contain all the changes or transfers of said premises, since January 13, 1916, at 4 P. M., as appears from a careful examination of the Recorder's records, the Tax Sale records and the Lis Pendens records of said Lake County.

We find no Judgments upon the records in the Clerk's office of Lake County, Indiana, rendered within the ten years last past, against any of the parties in the foregoing Continuation of Abstract mentioned, that are a lien on the lands therein described, as appears from a careful examination of said records and our indices to the same.

Taxes of 1916 are delinquent and with current taxes of 1917, amount to \$436.93 on SW $\frac{1}{4}$  NW $\frac{1}{4}$  and Pt S $\frac{1}{2}$  S $\frac{1}{2}$ , Sec. 29, T. 36, R. 8, 158 acres in name Gary Hobart Investment Realty Co.

Taxes of 1916 are paid in full on SE $\frac{1}{4}$  SE $\frac{1}{4}$ , Sec. 29, T. 36, R. 8.

Taxes of 1917 are due by May 1, 1918 and amount to \$47.50 on Third Subdivision to Oakington Park.

Crown Point, Indiana, January 8, 1918, at 4 P. M.

(Seal.)

ALLMAN-GARY TITLE COMPANY,  
By C. W. Allman, Vice-Prest.  
Abstracters.

CONTINUATION OF ABSTRACT OF TITLE to the Southwest quarter of the Northwest quarter, and the Southeast quarter of the Southwest quarter, and the South half of the Southeast quarter of Section 29, Township 36 North, Range 8 West of the 2nd P. M., (excepting therefrom existing highways and railroad rights of way over said land,) in Lake County, Indiana, from January 8, 1918, at 4 P. M., to the present date.

1. First Trust Company,  
To  
George Earle, Alice Earle (wife), and  
William Earle.

Release, dated Jan. 19, 1918. This certifies that the debt secured by the certain Mortgage executed by George Earle, Alice Earle (wife), and William Earle, to First Trust Company, on Sept. 15, 1912, amounting to the sum of \$18000, said Mortgage be-

ing recorded in the records of Mortgages of Lake Co., Ind., in Record 90, on Page 96, has been fully paid and satisfied and said Mortgage is hereby released. Signed: First Trust Company, By Charles W. Burton, President, and corporate seal attached. Acknowledged regularly before A. D. Bartholomew, Notary Public in Porter Co., Ind. Recorded Jan. 21, 1918, as Document No. 135488, Miscellaneous Record No. 92, page 430.

2. The Gary Hobart Investment Realty Company, a corporation duly organized and existing under and by virtue of the laws of the State of Indiana,  
To  
First Trust Company, Trustee.

Mortgage, dated Jan. 7, 1918, mortgages and warrants N $\frac{1}{2}$  SE  $\frac{1}{4}$  and SW $\frac{1}{4}$  SE $\frac{1}{4}$  and SE $\frac{1}{4}$  SW $\frac{1}{4}$  and SW $\frac{1}{4}$  NW $\frac{1}{4}$ , Sec. 29, T. 36 N., R. 8 W., containing in all 140 acres more or less, in Lake Co., Ind., and the rents and profits thereof. To secure one promissory note of even date herewith for \$18,000, payable to Mortgagee three years from date and it

is agreed that Mortgagors shall have the privilege of paying \$500, or any multiple thereof on said note

at any interest paying period and upon the payment of \$7000, and all interest then due and all taxes and other assessments against said real estate then due and payable, Mortgagee shall release from the lien of this Mortgage any 40 acres above described and upon the payment of \$6000 more, Mortgagee shall release 40 acres as selected by Mortgagor, said payments to be made with 5% interest per annum, payable semi-annually at the office of the First Trust Company at Valparaiso, Ind., with attorney fees and without relief. Mortgagors agree to keep buildings insured for \$—, and pay all taxes, assessments and liens of every nature against said real estate and failing so to do, Mortgagee may pay same and amount so paid with 7% per annum interest thereon shall be part of the debt secured hereby. This Mortgage is to cover, include and secure any other and further note signed by mortgagor which holder of above note may hereafter acquire whether signed by mortgagors as principal surety, indorser or guarantor. Default in payment of principal or interest when due or taxes, assessments, liens or insurance as stipulated to render all due and payable. Provides for the appointment of a Receiver, etc. Signed: The Gary Hobart Investment Realty Company, Per George Earle, President, Per William Earle, Secretary, and corporate seal attached. Acknowledged regularly before Wm. H. Welter, Notary Public in Lake Co., Ind. Recorded Jan. 21, 1918, as Document No. 135489, in Mortgage Record No. 124, Page 451.

State of Indiana, Lake County, ss:

The foregoing is a Continuation of Abstract of Title to the premises described in the Caption thereof. We find that the foregoing Three (3) Pages contain all the changes or transfers of said premises, since January 8, 1918, at 4 P. M., as appears from a careful examination of the Recorder's records, the Tax Sale records and the Lis Pendens records of said Lake County.

We find no Judgments upon the records in the Clerk's office of Lake County, Indiana, rendered within the ten years last past, against Gary Hobart Investment Realty Company, that are a lien on the lands in the foregoing Continuation of Abstract described, as appears from a careful examination of said records and our indices to the same.

Taxes of 1916 are delinquent and with current taxes of 1917 amount to \$436.93 on SW $\frac{1}{4}$  NW $\frac{1}{4}$  and Pt. S $\frac{1}{2}$  S $\frac{1}{2}$ , Sec. 29, T. 36, R. 8, 158 acres in name of Gary Hobart Investment Realty Co. (Advertised to be sold Feb'y 11, 1918.)

Taxes of 1916 are paid in full on SE $\frac{1}{4}$  SE $\frac{1}{4}$ , Sec. 29, T. 36, R. 8.

Taxes of 1917 are due by May 1, 1918 and amount to \$47.50 on Third Subdivision to Oakington Park.

Crown Point, Indiana, January 21, 1918, at 3 P. M.

(Seal.)

ALLMAN-GARY TITLE COMPANY,  
By C. W. Allman, Vice-Prest.  
Abstracters.

CONTINUATION OF ABSTRACT OF TITLE to the Northwest quarter of the Northeast quarter and the North half of the Northwest quarter in Section 29, Township 36 North, Range 8 West of the 2nd P. M., in Lake County, Indiana, from January 13, 1916, at 4 P. M., to the present date.

By direction we omit herefrom such instruments and proceedings as are already shown in Continuation of Abstract made by us Jan'y 8, 1918, (No. 53259, Vol. 411, Page 439.)

ALSO, CONTINUATION OF ABSTRACT OF TITLE to the Southwest quarter of the Northwest quarter and the Southeast quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter and the North half of the Southeast quarter of the Southeast quarter in Section 29, Township 36 North, Range 8 West of the 2nd P. M., in Lake County, Indiana, from January 21, 1918, at 3 P. M., to the present date.

1. Valparaiso National Bank,  
To  
George Earle and wife and William Earle.

Release, dated Jan'y 18, 1916. This certifies that the debt secured by the Mortgage executed by George Earle and wife and William Earle to Valparaiso National Bank on Sept. 15, 1912, amounting to the sum of \$3000, said mortgage being recorded in the records of mortgages of Lake Co., Ind., in Record 90, Page 97, has been fully paid and satisfied and said mortgage is hereby released. Signed: Valparaiso National Bank, by T. L. Applegate, Asst. Cashier, (no seal.) Acknowledged regularly by Valparaiso National Bank, by T. S. Applegate, Asst. Cashier, before G. E. Barnholt, Clerk Porter Circuit Court, Porter Co., Ind. Recorded Jan'y 20, 1916, in Miscellaneous Record No. 83, Page 328.

2. Valparaiso National Bank, Valparaiso, Ind.,  
To  
George Earle and wife and William Earle.

Release, dated Jan'y 18, 1916. This certifies that the debt secured by the mortgage executed by George Earle and wife and William Earle to Valparaiso National Bank, Valparaiso, Ind., on Sept. 15, 1916, amounting to the sum of \$5000, said mortgage being recorded in the records of mortgages of Lake Co., Ind., in Record 90, Page 99, has been fully paid and satisfied and said mortgage is hereby released. Signed: Valparaiso National Bank, T. L. Applegate, Asst. Cashier, (no seal.) Acknowledged (does not say by whom,) before L. M. Pierce, Notary Public in Porter Co., Ind. Recorded Jan'y 20, 1916, in Miscellaneous Record No. 83, Page 328.

3. First State Bank, Hobart, Indiana,  
vs.  
George Earle & Alice M. Earle, his wife,  
William Earle, Robin L. Earle, his  
wife, Gary Hobart Investment Realty  
Company.

In the Lake Superior Court. Room 3. Sitting at  
Gary.

(No. 3082.)

On Sept. 13, 1918: Judgment rendered against  
defendants for \$5590.94 plus \$500.00 attorney fees  
and costs. (Foreclosure of mortgage on other  
lands.)

See Order Book No. 4, Page 224.

#### T A X S A L E S .

4. N $\frac{1}{2}$  NW $\frac{1}{4}$ , Sec. 29, T. 36, R. 8, 80 acres, sold Feb'y 11, 1918, to First Mortgage Loan Co., for \$193.77, amount of taxes returned delinquent in name of Gary Hobart Inv. Realty Co. for 1916 & 1917.
5. SW $\frac{1}{4}$  NW $\frac{1}{4}$ , Sec. 29, T. 36, R. 8, 40 acres, sold Feb'y 11, 1918, to C. R. Rudolph for \$97.09, amount of taxes returned delinquent in name of Gary Hobart Inv. Realty Co., for 1916 & 1917.
6. NW $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 29, T. 36, R. 8, 40 acres, sold Feb'y 11, 1918, to First Mortgage Loan Co., for \$97.09, amount of taxes returned delinquent in name of Gary Hobart Inv. Realty Co., for 1916 & 1917.
7. Pt. S $\frac{1}{2}$  S $\frac{1}{2}$ , Sec. 29, T. 36, R. 8, 118 acres, sold Feb'y 11, 1918, to W. C. Foster, for \$339.34, amount of taxes returned delinquent in name of Gary Hobart Inv. Realty Co., for 1916 & 1917.

State of Indiana, Lake County, ss:

The foregoing is a Continuation of Abstract of Title to the premises described in the Caption thereof. We find that the foregoing Three (3) Pages contain all the changes or transfers of said premises, since January 13, 1916, at 4 P. M., and January 21, 1918, at 3 P. M., respectively, as appears from a careful examination of the Recorder's records, the Tax Sale records and the Lis Pendens records of said Lake County.

We find no Judgments upon the records in the Clerk's office of Lake County, Indiana, rendered within the ten years last past, against Gary Hobart Investment Realty Company, that are a lien on the lands in the foregoing Continuation of Abstract described, as appears from a careful examination of said records and our indices to the same, (except as herein shown.)

Taxes of 1916 and 1917 paid by sales (as herein shown.)

Taxes of 1918 became a lien March 1, 1918.

Crown Point, Indiana, December 16, 1918, at 4 P. M.

ALLMAN-GARY TITLE COMPANY.

By C. W. Allman, Vice-Prest.

Abstracters.

(Seal.)

CONTINUATION OF ABSTRACT OF TITLE to the North West quarter of the North East quarter and the North one half of the North West quarter of Section 29, Township 36 North, Range 8 West of the 2nd P. M., in Lake County, Indiana, from December 16, 1918, at 4 P. M., to the present date.

1. Valparaiso National Bank,  
To  
George Earl and Alice M. Earl, his wife,  
and William Earl.

Release, dated March 19, 1919. This certifies that the debt secured by the certain Mortgage executed by George Earl and Alice M. Earl, his wife, and William Earl, to Valparaiso National Bank, on December 8, 1915, amounting to the sum of \$5000, said mortgage being recorded in Mortgage Record 109, Page 135 in Lake Co., Ind., has been fully paid and satisfied and the same is hereby released. Signed: Valparaiso National Bank, By Charles W. Benton, Pres. A. J. Lauderbach, Cashier, and corporate seal attached. Acknowledged regularly before Anna L. Bushore, Notary Public in Porter County, Indiana. Recorded March 20, 1919, in Miscellaneous Record No. 102, Page 12.

2. Valparaiso National Bank,  
To  
George Earl and Alice M. Earl, his wife,  
and William Earl.

Release, dated March 19, 1919. This certifies that the debt secured by the certain Mortgage executed by George Earl and Alice M. Earl, his wife, and William Earl, to Valparaiso National Bank, on December 8, 1919, amounting to the sum of \$3000, said mortgage being recorded in Mortgage Record 109, Page 136, in Lake Co., Ind., has been fully paid and satisfied and the same is hereby released. Signed: Valparaiso National Bank, By Charles W. Benton, Pres. A. J. Lauderbach, Cashier, and corporate seal attached. Acknowledged regularly before Anna L. Bushore, Notary Public in Porter County, Indiana. Recorded March 20, 1919, in Miscellaneous Record No. 102, Page 12.

3. Gary Hobart Investment Realty Company, a  
corporation of Ind.,  
To  
Valparaiso National Bank of Porter Co., Ind.

Mortgage, dated January 30, 1919, mortgages and warrants NE $\frac{1}{4}$  NW $\frac{1}{4}$  and NW $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 29, T. 36 N., R. 8 W., in Lake County, Indiana. To secure 1 first Mortgage real estate bond note of even date herewith for \$5000, due in 2 years from date in favor of the mortgagee or bearer with interest at 7% per annum payable semi-annually as evidenced by

coupons attached, all payable to mortgagee at the office of the Valparaiso National Bank at Valparaiso, Ind. With attorney fees and without relief.

Mortgagors to keep all liens, taxes, charges and assessments paid, and failing so to do, mortgagee may pay same and amount so paid with 8% interest shall become a part of the debt secured hereby. Default in payment of said note at maturity or interest coupons when due to render all due and payable. Signed: Gary Hobart Investment Realty Company, By George H. Schneider, Pres. Attest: William Earle, Sec. and corporate seal attached. Acknowledged regularly before William J. Schroeder, Notary Public in Lake County, Indiana. Recorded March 22, 1919, in Mortgage Record No. 145, Page 3.

4. Gary Hobart Investment Realty Company,  
a corporation of Ind.  
To  
Valparaiso National Bank of Porter Co., Ind.

Mortgage, dated January 30, 1919, mortgages and warrants NW $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 29, T. 36 N., R. 8 W., in Lake County, Indiana. To secure 1 first Mortgage real estate bond note of even date herewith, for \$3000, due in 2 years from date in favor of the

mortgagee or bearer with interest at 7% per annum payable semi-annually as evidenced by coupons attached, all payable to mortgagee at the office of the Valparaiso National Bank of Valparaiso, Ind. With attorney fees and without relief.

Mortgagor to keep all liens, taxes, charges and assessments paid, and failing so to do, mortgagee may pay same and amount so paid with 8% interest shall become a part of the debt secured hereby. Default in payment of said note at maturity or interest coupons when due to render all due and payable.

Signed: Gary Hobart Investment Realty Company, By George H. Schneider, Pres. Attest: William Earle, Sec. and corporate seal attached. Acknowledged regularly before William J. Schroeder, Notary Public in Lake County, Indiana. Recorded March 22, 1919, in Mortgage Record No. 145, Page 4.

5. The Gary Hobart Investment Realty Company, a corporation of the State of Ind.  
To  
Homer H. Schneider, Trustee.

Mortgage, dated December 16, 1921, mortgages and warrants NW $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 29, T. 36 N., R. 8 W., 2nd P. M., (excepting public highways and Rail Road rights of way over said lands) situated in Lake County, Indiana, with all improvements thereon and

fixtures, etc., and the rents, issues and profits thereof. To secure its principal promissory note bearing even date herewith for \$2500, payable to the order of mortgagee on or before 2 years after date thereof bearing interest at 7% per annum, payable semi-annually as evidenced and secured by 4 interest notes of even date herewith, executed by mortgagor to the order of mortgagee for \$87.50 each, due respectively on the 16th days of June and December in each year, principal and interest notes bear interest at 8% per annum after maturity and shall be paid in gold coin of the United States of America of present standard of fineness and weight at office of G. H. Schneider & Co., 10 South La Salle Street, Chicago, Ill., or such other place as legal holder of notes may from time to time appoint, with attorney fees and without relief. (Note stamped according to law.) Mortgagor agrees to pay all taxes and assessments levied on said premises and keep buildings insured and not suffer any lien to attach and failing so to do, the legal holder of said note or trustee may pay same and all moneys so paid with interest at 7% per annum shall become so much additional indebtedness secured hereby. Default in payment of said note or interest or a breach of any of the covenants herein contained then all to be due and payable. Provides for appointment of a Receiver, etc. In case of death, resignation, absence or removal from Cook Co., Ill., or other inability of said trustee or his refusal or failure to act then Roger E. Appleyard, of said Cook Co., is appointed first successor in trust and if for any like cause said first successor fails or refuses or is unable to act the then acting Recorder of Deeds of Lake Co., Ind., is appointed second successor in trust. Signed: The Gary Hobart Investment Realty Company, By George H. Schneider, President. Attest: William Earle, Secretary and corporate seal attached. Acknowledged regularly December 19, 1921, before Blanche L. Snyder, Notary Public in Cook County, Illinois. Recorded December 21, 1921, as Document No. 25352, in Mortgage Record No. 175, Page 469.

6. The Gary Hobart Investment Realty Company a corporation of the State of Ind.,  
To  
Homer H. Schneider, Trustee.

Mortgage, dated December 16, 1921, mortgages and warrants NE $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 29, T. 36 N., R. 8 W., 2nd P. M., (excepting public highways and Rail Road rights of way over said lands) situated in Lake County, Indiana, with all improvements there-

on and fixtures, etc., and the rents, issues and profits thereof. To secure its principal promissory note bearing even date herewith for \$2000, payable to the order of mortgagee on or before 2 years after date thereof bearing interest at 7% per annum, payable semi-annually as evidenced and secured by 4 interest notes of even date herewith, executed by mortgagor to the order of mortgagee for \$70, each, due respectively on the 16th days of June and December in each year, principal and interest notes bear interest at 8% per annum after maturity and shall be paid in gold coin of the United States of America of present standard of fineness and weight at office of G. H. Schneider & Co., 10 South LaSalle Street, Chicago, Ill., or such other place as legal holder of notes may from time to time appoint, with attorney fees and without relief. (Note stamped according to law.) Mortgagor agrees to pay all taxes and assessments levied on said premises and keep buildings insured and not suffer any lien to attach and failing so to do, the legal holder of said note or trustee may pay same and all moneys so paid with interest at 7% per annum shall become so much additional indebtedness secured hereby. Default in payment of said note or interest or a breach of any of the covenants herein contained then all to be due and payable. Provides for appointment of a Receiver, etc. In case of death, resignation, absence or removal from Cook Co., Ill., or other inability of said trustee or his refusal or failure to act then Roger E. Appleyard of said Cook Co., is appointed first successor in trust and if for any like cause said first successor fails or refuses or is unable to act the then acting Recorder of Deeds of Lake Co., Ind., is ap-

pointed second successor in trust. Signed: The Gary Hobart Investment Realty Company, By George H. Schneider, President. Attest: William Earle, Secretary and corporate seal attached. Acknowledged regularly December 19, 1921, before Blanche L. Snyder, Notary Public in Cook County, Illinois, Recorded December 21, 1921, as Document No. 25351, in Mortgage Record No. 175, Page 467.

7. The Gary Hobart Investment Realty Company, a corporation of the State of Ind.,  
To  
Homer H. Schneider, Trustee.
- Mortgage, dated December 16, 1921, mortgages and warrants NW $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 29, T. 36 N., R. 8 W., 2nd P. M., (excepting public highways and Rail Road rights of way over said lands), situated in Lake County, Indiana, with all improvements there-

on and fixtures, etc., and the rents, issues and profits thereof.

To secure its principal promissory note bearing even date herewith for \$2500, payable to the order of mortgagee on or before 2 years after date thereof bearing interest at 7% per annum, payable semi-annually as evidenced and secured by 4 interest notes of even date herewith, executed by mortgagor to the order of mortgagee for \$87.50 each, due respectively on the 16th days of June and December in each year, principal and interest notes bear interest at 8% per annum after maturity and shall be paid in gold coin of the United States of America of present standard of fineness and weight at office of G. H. Schneider & Co., 10 South La Salle Street, Chicago, Ill., or such other place as legal holder of notes may from time to time appoint, with attorney fees and without relief. (Note stamped according to law.) Mortgagor agrees to pay all taxes and assessments levied on said premises and keep buildings insured and not suffer any lien to attach and failing so to do, the legal holder of said note or trustee may pay same and all moneys so paid with interest at 7% per annum shall become so much additional indebtedness secured hereby. Default in payment of said note or interest or a breach of any of the covenants herein contained then all to be due and payable. Provides for appointment of a Receiver, etc. In case of death, resignation, absence or removal from Cook Co., Ill., or other inability of said trustee or his refusal or failure to act then Roger E. Appleyard of said Cook Co., is appointed first successor in trust and if for any like cause said first successor fails or refuses or is unable to act the then acting Recorder of Deeds of Lake Co., Ind., is appointed second successor in trust. Signed: The Gary Hobart Investment Realty Company, By George H. Schneider, President. Attest: William Earle, Secretary, and corporate seal attached. Acknowledged regularly December 19, 1921, before Blanche L. Snyder, Notary Public in Cook County, Illinois. Recorded December 21, 1921, as Document No. 25350, in Mortgage Record No. 173, Page 308.

8. John Zeyen and Susie, his wife,  
To  
Central State Bank, Gary, Ind.
- Mortgage, dated June 3, 1921, mortgage and warrant East 9 Acres of the W $\frac{1}{2}$  NE $\frac{1}{4}$  Sec. 29, T. 36 N., R. 8 W., 2nd P. M., in Lake County, Indiana. To secure 1 promissory note of even date herewith for \$1500, payable to the order of mortgagee 60 days after date with interest at 7% at the Central State Bank, Gary, Ind., with attorney fees and without relief. (Note stamped according to law.) Mortgagors agree to pay all legal taxes and charges against said premises and keep buildings insured for \$1500, and failing so to do, mortgagee may pay same and amount so paid with 8% interest shall be part of the debt secured. Default in payment of principal or interest when due or the taxes or insurance then all to be due and collectible.

Acknowledged regularly before Naomi Covalt, Notary Public in Lake County, Indiana.  
Recorded June 28, 1921, in Mortgage Record No. 171, Page 214.

9. The Central State Bank,  
To  
John Zeyen and Susie Zeyen, his wife,
- Release, dated September 12, 1921. This certifies that a certain Mortgage executed by John Zeyen and Susie Zeyen, his wife, to the Central State Bank, for the amount of \$1500, on June 3, 1921, calling for \$1500, and recorded in Mortgage Record 171, Page 214, Lake County, Indiana, has been fully paid and satisfied and the same is hereby released. Signed: The Central State Bank, By Wm. D. Neighbors, Cashier, and corporate seal attached. Acknowledged regularly before Paul B. Lipinski, Notary Public in Lake County, Indiana.

Recorded September 13, 1921, in Miscellaneous Record No. 117, Page 394.

10. First State Bank, Hobart, Ind.,  
vs.  
George Earle, et al.
- In the Lake Superior Court.  
Room 3. Sitting at Gary.  
No. 3082.

On Nov. 30, 1918: Upon the application of defendants Gary Hobart Investment Realty Co., William Earle and Robin L. Earle, the default and judgment entered against said defendants on Sept. 13, 1918, was set aside and vacated as to said defendants.

See Order Book No. 4, Page 301.

And on Mar. 4, 1919. Judgment was rendered in favor of defendants William Earle, Robin L. Earle and Gary Hobart Investment Realty Co., against plaintiff for costs.

See Order Book No. 4, Page 451.

#### REDEMPTIONS.

11. The Tax Sale made February 11, 1918, shown as No. 4 of last Continuation, was Redeemed January 21, 1919, by Gary Hobart Investment Realty Company.

12. The Tax Sale made February 11, 1918, shown as No. 6 of last Continuation, was Redeemed January 21, 1919, by Gary Hobart Investment Realty Company.

State of Indiana, Lake County, ss:

The foregoing is a Continuation of Abstract of Title to the premises described in the Caption thereof. We find that the foregoing Nine (9) Pages contain all the changes or transfers of said premises since December 16, 1918, at 4 P. M., as appears from a careful examination of the Recorder's records, the Tax Sale records and the Lis Pendens records of said Lake County.

We find no Judgments upon the records in the Clerk's office of Lake County, Indiana, rendered within the ten years last past, against Gary Hobart Investment Realty Company, that are a lien on the lands in the foregoing Continuation of Abstract described, as appears from a careful examination of said records and our indices to the same.

Taxes of 1920 are paid in full.

Taxes of 1921 became a lien March 1, 1921.

Crown Point, Indiana, December 21, 1921, at 1 P. M.

(Seal)

ALLMAN-GARY TITLE COMPANY,

By C. W. Allman, Vice Prest.,

Abstracters.

CONTINUATION OF ABSTRACT OF TITLE to the Northwest quarter of the Northeast quarter and the North half of the Northwest quarter of Section 29, Township 36 North, Range 8 West of the 2nd P. M., in Lake County, Indiana, from December 21, 1921, at 1 P. M., to the present date.

1. Valparaiso National Bank, Release, dated Jan'y 11, 1922. This certifies that  
To the debt secured by a certain mortgage executed by  
The Gary Hobart Investment Realty Company. The Gary Hobart Investment Realty Company to  
Valparaiso National Bank, on Jan'y 30, 1919,  
amounting to the sum of \$5000, said mortgage being recorded in the records of mortgages of Lake Co.,  
Ind., in record 145, on page 3, has been fully paid and satisfied and said mortgage is hereby released.  
Signed: Valparaiso National Bank, By Charles W. Benton, Pres., A. J. Louderback, Cashier, and corporate seal attached. Acknowledged regularly before Anna L. Bushore, Notary Public in Porter Co.,  
Ind. Recorded Jan'y 21, 1922, in Miscellaneous Record No. 119, Page 176,

2. Valparaiso National Bank, Release, dated Jan'y 11, 1922. This certifies that  
To the debt secured by a certain mortgage executed by  
The Gary Hobart Investment Realty Company. The Gary Hobart Investment Realty Company to  
Valparaiso National Bank, on Jan'y 30, 1919,  
amounting to the sum of \$3000, said mortgage being recorded in the records of mortgages of Lake Co.,  
Ind., in record 145, on page 4, has been fully paid and satisfied and said mortgage is hereby released.  
Signed: Valparaiso National Bank, By Charles W. Benton, Pres., A. J. Louderback, Cashier, and corporate seal attached. Acknowledged regularly before Anna L. Bushore, Notary Public in Porter Co., Ind.  
Recorded Jan'y 21, 1922, in Miscellaneous Record No. 119, Page 176.

State of Indiana, Lake County, ss:

The foregoing is a Continuation of Abstract of Title to the premises described in the Caption thereof. We find that the foregoing Two (2) Pages contain all the changes or transfers of said premises, since December 21, 1921, at 1 P. M., as appears from a careful examination of the Recorder's records, the Tax Sale records and the Lis Pendens records of said Lake County.

We find no Judgments upon the records in the Clerk's office of Lake County, Indiana, rendered within the ten years last past, against Gary Hobart Investment Realty Company, that are a lien on the lands in the foregoing Continuation of Abstract described, as appears from a careful examination of said records and our indices to the same.

Taxes of 1920 are paid in full.

Taxes of 1921 are due by May 1, 1922, and amount to \$336.00

Crown Point, Indiana, February 28, 1922, at 4 P. M.

(Seal)

ALLMAN-GARY TITLE COMPANY,

By C. W. Allman, Vice-Prest.

Abstracters.

#### A CONTINUATION OF ABSTRACT OF TITLE

TO

The Northwest quarter of the Northeast quarter and the North half of the Northwest quarter of Section 29, Township 36 North, Range 8 West of the 2nd P. M., in Lake County, Indiana.

Covering the period of time from the 28th day of February, 1922, at 4:00 P. M., to the 16th day of May, 1923.

#### —: RELEASE OF MORTGAGE :—

1. Homer H. Schneider, Trustee, Release of Mortgage, dated March 21st, 1922, acknowledged regularly on same date by Homer H.  
To Schneider, Trustee, before Stephen H. Lyon, Notary  
The Gary-Hobart Investment Realty Company, a corporation. Public, Cook County, Illinois, and recorded March  
23rd, 1922, in Miscellaneous Record 119, page 592.

RECITES: Know all men by these presents that I, Homer H. Schneider, Trustee, of the County of Cook and State of Illinois, for and in consideration of one dollar and for other good and valuable consideration, the receipt whereof is hereby confessed, do hereby remise, convey, release and quit claim

unto The Gary Hobart Investment Realty Company, a corporation, of the County of Lake and State of Indiana, all the right, title, interest, claim or demand, whatsoever I may have acquired in, through or by a certain Trust Deed bearing date the sixteenth day of December, 1921, and recorded in the Recorder's office of Lake County in the State of Indiana, in Book 173, of Records, page 308, as Document No. 25350 to the premises therein, described as follows, to wit: The Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-nine (29), Township Thirty-six (36) North, Range Eight (8) West of the Second Principal Meridian, (excepting public highways and railroad rights of way over said lands) situated in the County of Lake in the State of Indiana.

Together with all the appurtenances and privileges thereunto belonging or appertaining.

2. Homer H. Schneider, Trustee,  
To  
The Gary Hobart Investment Realty Company, a corporation.

Release of Mortgage, dated March 21st, 1922, acknowledged regularly on same date by Homer H. Schneider, Trustee, before Stephen H. Lyon, Notary Public, Cook County, Illinois, and recorded March 23rd, 1922, in Miscellaneous Record 119, page 593.

RECITES: Know all men by these presents that I, Homer H. Schneider, Trustee of the County of Cook and State of Illinois, for and in consideration of one dollar and for other good and valuable consideration, the receipt whereof is hereby confessed, do hereby remise, convey, release and quit claim unto The Gary Hobart Investment Realty Company, a corporation of the County of Lake & State of Indiana, all the right, title, interest, claim or demand, whatsoever I may have acquired in, through or by a certain Trust Deed, bearing date the sixteenth day of December, 1921, and recorded in the Recorder's office of Lake County, in the State of Indiana, in Book 175 of Records, page 469, as Document No. 25352, to the premises therein described as follows, to wit: The Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-nine (29), Township Thirty-six (36) North, Range Eight (8) West of the Second Principal Meridian (excepting public highways and rail road rights of way over said lands), situated in the County of Lake in the State of Indiana.

Together with all the appurtenances and privileges thereunto belonging or appertaining.

3. Homer H. Schneider, Trustee,  
To  
The Gary Hobart Investment Realty Company, a corporation.

Release of Mortgage, dated March 21st, 1922, acknowledged regularly on same date by Homer H. Schneider, Trustee, before Stephen H. Lyon, Notary Public, Cook County, Illinois, and recorded March 23rd, 1922, in Miscellaneous Record 119, page 595.

RECITES: Know all men by these presents that I, Homer H. Schneider, Trustee, of the County of Cook and State of Illinois, for and in consideration of one dollar and for other good and valuable consideration, the receipt whereof is hereby confessed, do hereby remise, convey, release and quit claim unto The Gary Hobart Investment Realty Company, a corporation of the County of Lake & State of Indiana, all the right, title, interest, claim or demand whatsoever I may have acquired in, through or by a certain Trust Deed, bearing date the sixteenth day of December, 1921, and recorded in the Recorder's office of Lake County, in the State of Indiana, in Book 175 of Records, page 467, as Document No. 25351, to the premises therein described as follows, to wit: The Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-nine (29), Township Thirty-six (36) North, Range Eight (8) West of the Second Principal Meridian (excepting public highways and rail road rights of way over said lands), situated in the County of Lake in the State of Indiana.

Together with all the appurtenances and privileges thereunto belonging or appertaining.

—: C O N T R A C T :—

4. This memorandum Witnesseth that Harry Englehart hereby agrees to purchase at the price of \$165.00 per acre, there being 110 acres more or less, the following described real estate, situated in the County of Lake and State of Indiana, described as follows to wit: That portion of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the North Half (N $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 29, Township 36, North, Range 8 West of the 2nd Principal Meridian lying North of Ridge Road, except that portion occupied by the New York, Chicago and St. Louis Railway, containing in all 110 acres more or less. The Gary Hobart Investment Realty Company, a corporation of Indiana agrees to sell said premises at said price and convey to said purchaser a good and merchantable title thereto by a general Warranty Deed, with release of dower and Homestead rights, but subject to: the purchaser to be entitled to the rents from date of delivery of deed; (2) all taxes and assessments levied after year 1921; (3) any unpaid special taxes or special assessments levied for improvements not yet completed and to unpaid installments of special assessments which fall due after 1921, levied for improvements completed, also subject to any party wall agreements of record, to building line restrictions and building restrictions of record and to premiums on insurance policies held by mortgagees shall be paid by first party pro rata for the unexpired time.

Said purchaser has paid \$500.00 as earnest money to be applied on such purchase when consummated and agrees to pay within 5 days after the title has been examined and found good or accepted by him, the balance of said purchase price at the rate of \$165.00 per acre at the office of G. H. Schneider & Co., Chicago, provided a good and sufficient general Warranty Deed, conveying good and merchantable title to said premises shall then be ready for delivery. The seller to furnish the purchaser with a survey of said land at its own expense.

Time is the essence of this contract.

Provides for default (with other conditions).

Witness the hands of the parties hereto this 27th day of February, 1922.

Harry Englehart.

The Gary Hobart Investment Realty Co.  
By G. H. Schneider, Pres.

—: ASSIGNMENT OF CONTRACT :—

Gary, Indiana, March 21st, 1922.

5. For one dollar and other good and valuable consideration, I, the undersigned hereby sell, assign, transfer and set over unto T. W. Englehart all my right, title and interest in and to the within contract and the real estate therein described.

Harry Englehart.

Acknowledged regularly March 21st, 1922, by Harry Englehart before John W. Lyddick, Notary Public, Lake County, Indiana, and recorded March 22nd, 1922, in Miscellaneous Record 119, page 578.

—: DEEDS :—

6. Timothy W. Englehart and Sadie A. Englehart, husband and wife,  
To  
South Broadway Land Company, a corporation. Quit Claim Deed for \$1.00 and other valuable considerations, dated March 23rd, 1922, acknowledged regularly on same date by Timothy W. Englehart and Sadie A. Englehart, husband and wife, before John H. Kass, Notary Public, Lake County, Indiana, and recorded March 23rd, 1922, in Deed Record 296, page 292.

DESCRIPTION: The Northwest quarter of the Northeast quarter and the North one half of the Northwest quarter of Section Twenty-nine, Township Thirty-six North, Range Eight West of the Second P. M., in Lake County, Indiana.

7. The Gary Hobart Investment Realty Company, a corporation,  
By George H. Schneider, President,  
Attest: William Earle, Secretary, (Seal),  
To  
South Broadway Land Company, a corporation. Warranty Deed for \$16,920.25, dated March 15th, 1922, acknowledged regularly March 21st, 1922, by George H. Schneider, President of The Gary Hobart Investment Realty Company and William Earle, Secretary, of said corporation, as act of said corporation, before Stephen H. Lyon, Notary Public, Cook County, Illinois, and recorded March 27th, 1922, in Deed Record 296, page 252.

DESCRIPTION: All that part of the North half of the Northwest (NW $\frac{1}{4}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) lying North of Ridge Road and excepting therefrom the Right of Way of the New York, Chicago and St. Louis Railroad in Section Twenty-nine (29), Township Thirty-six (36) North, Range Eight (8) West of the Second Principal Meridian, containing in all 102.547 acres, more or less, in Lake County, Indiana.

Subject to all taxes and special assessments levied thereon after the year 1922.

8. South Broadway Land Company, a corporation,  
By Timothy W. Englehart, President,  
Attest: Henry C. Schwab, Secretary, (Seal),  
To  
Timothy W. Englehart, a single man. Warranty Deed for \$1.00 and other valuable considerations, dated June 30th, 1922, acknowledged regularly on same date by Timothy W. Englehart and Henry C. Schwab, President and Secretary respectively of the South Broadway Land Company, a corporation, before John H. Kass, Notary Public, Lake County, Indiana, and recorded July 27th, 1922, in Deed Record 301, page 124.

DESCRIPTION: All that part of the North half of the Northwest Quarter (NW $\frac{1}{4}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) lying North of Ridge Road and excepting therefrom the right of way of the New York, Chicago and St. Louis Rail Road in Section Twenty-nine (29), Township Thirty-six (36) North, Range Eight (8) West of the Second Principal Meridian, containing in all 102.547 acres more or less in Lake County, Indiana.

This deed is given subject to any and all taxes and special assessments which are due or to become due which the grantee assumes and agrees to pay. (The consideration is less than One Hundred Dollars (\$100.00)).

9. Timothy W. Englehart, a single man,  
To  
South Broadway Land Company, a corporation. Warranty Deed for \$1.00 and other valuable considerations, dated February 13th, 1923, acknowledged regularly on same date by Timothy W. Englehart, before John H. Kass, Notary Public, Lake County, Indiana, and recorded April 5th, 1923, in Deed Record 310, page 271.

DESCRIPTION: All that part of the North half of the Northwest Quarter (NW $\frac{1}{4}$ ) and the Northwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) lying North of the Ridge Road and excepting therefrom the right of way of the New York, Chicago and St. Louis Rail Road in Section Twenty-nine (29), Township Thirty-six (36) North, Range Eight (8) West of the Second Principal Meridian, containing in all 102.547 acres more or less in Lake County, Indiana.

(Consideration less than \$100.00).

—: ARTICLES OF ASSOCIATION OF SOUTH BROADWAY LAND COMPANY :—

10. The undersigned hereby associate ourselves together as a corporation for the purposes herein-after expressed and hereby adopted and agree to the following Articles of Association.

Section 1. The name of this Association shall be the "South Broadway Land Company."

Section 2. The place of business and principal office of this corporation shall be in the City of Hammond, Lake County, Indiana.

Section 3. The object and business of this corporation shall be to "by", hold, sell and rent real estate and to solicit and write fire insurance.

Section 4. The amount of Capital Stock of this association shall be \$20,000.00 divided into 200 shares of \$100.00 each.

Section 5. The term of existence of this corporation shall be 50 years.

Section 6. The seal of this corporation shall be a circular device with the words, "South Broadway Land Company," impressed thereon.

Section 7. The directors of this Association shall consist of four members who shall be elected by the stockholders of this association, and the officers thereof shall consist of a President, Secretary and Treasurer, who shall be elected by the stockholders of this association on the first Monday of October of each year at the office of said Association in the City of Hammond, Lake County, Indiana. The names of the officers and directors of said association who shall manage its business and prudential affairs for the first year of its existence, are; Timothy W. Englehart, President, Henry C. Schwab, Treasurer, Patrick M. Riley, Secretary, and the Directors for the first year of its existence are Timothy W. Englehart, Chicago, Illinois, Henry C. Schwab, Chicago, Illinois, Patrick M. Riley, Hammond, Indiana, John A. Gavit, Hammond, Indiana.

Dated October 16, 1907.

Timothy W. Englehart,  
Henry Schwab,  
Patrick M. Riley,  
John A. Gavit.

Acknowledged regularly before John M. Stinson, Notary Public, Lake County, Indiana.  
Recorded January 6th, 1908, in Miscellaneous Record 50, Pages 367 and 368.

—: NOTES ON PLAT :—

11. Englehart's Ridge Road Addition to Gary, being a subdivision of the N. W.  $\frac{1}{4}$  N. E.  $\frac{1}{4}$ , Sec. 29, Twp. 36, N., Range 8 W. lying North of Ridge Road, except the N. Y. C. & St. L. right of way, containing 32.197 acres.

State of Indiana:

SS.

County of Lake:

We, Harry R. Englehart and Everett E. Englehart, President and Secretary respectfully, of the South Broadway Land Company, do hereby certify that said Company is the legal owner of the tract of land shown and described hereon and that we have caused the same to be surveyed and subdivided as shown on annexed plat and that such survey and subdivision is our own free act and deed and the free act and deed of said Company.

Witness our hands and corporate seal this 21 day of March, 1923.

(Seal)

Harry R. Englehart, President.

Attest: Everett E. Englehart, Sec.

Acknowledged regularly March 21st, 1923, by Harry R. Englehart and Everett E. Englehart, President and Secretary, respectively of The South Broadway Land Company, before John H. Kass, Notary Public, Lake County, Indiana.

State of Indiana:

SS.

County of Lake:

I, William J. Krull, a licensed Engineer of the State of Indiana, do hereby certify that I have surveyed the above described tract of land and that I have subdivided the same into lots, blocks, streets and alleys, all of which is correctly represented on this plat, which is drawn to a scale of 100 ft. to one inch.

Dimensions are given in ft. and decimal points thereof.

William J. Krull,

February 28, 1923, (Seal)

Licensed Engineer No. 235.

Submitted to and approved and accepted by the Board of Public Works of the City of Gary, Indiana, this 26 day of March, 1923.

Board of Public Works, (Seal). (William P. Patterson.

(John B. Burke.

Attest: Blanche E. Dougan, Clerk.

O. K. W. P. Cottingham, City Engr.

Submitted to and approved and accepted by the City Plan Commission of the City of Gary this —day of —, 1923.

R. E. Rowley,

)City Plan

A. F. Wickes, Acting Secretary)Commission

Attest —

Clerk.

Recorded April 5th, 1923 in Plat Book 15, Page 32.

: TAXES :—

12. State and County Taxes for year 1922, payable in 1923:

Duplicate No. 1221 ..... May Installment \$ 94.91 UNPAID.

November Installment \$ 94.91 UNPAID.

Taxes for year 1923, payable in 1924: NOT ON DUPLICATE

—: ABSTRACTERS' CONTINUATION CERTIFICATE :—

Crown Point, Indiana, 8:00 A. M. May 16th, 1923.

The undersigned, Abstracters of Land Titles, within and for Lake County, Indiana, hereby certify that we have this day made careful examination of the records in the offices of the County Recorder, Clerk, Treasurer and Auditor, and of our indexes to same, and that since February 28, 1922, 4 P. M. we find no recorded conveyances, mortgages, leases, mechanic's liens, nor lis pendens notices describing the real estate contained in the caption of this continuation, and no unpaid state and county taxes, unredeemed state and county tax sales, nor unsatisfied judgments entered in the judgment dockets in the Clerk's office of said county since February 28th, 1922, at 4:00 P. M., against Gary-Hobart Investment Realty Company, within the last past ten years against South Broadway Land Company and Timothy W. Englehart, which would create a lien thereon, except such as are shown in this continuation of abstract.

This continuation consists of 9 pages and 12 transfers, notes and entries.

In Witness Whereof, the Lake County Title and Guaranty Company, a corporation, by its duly authorized Manager, affixes its signature and seal the day and hour first above written.

LAKE COUNTY TITLE AND GUARANTY COMPANY,

(Seal)

By Edward J. Eder,  
Manager.

Crown Point, Indiana, May 16th, 1923.

We certify that the foregoing Abstract of Title is a true and correct copy of the original.

LAKE COUNTY TITLE AND GUARANTY COMPANY,

(Seal)

By Edward J. Eder,  
Manager.

CONTINUATION OF ABSTRACT OF TITLE to the North half of the Northwest quarter of Section 29, Township 36 North, Range 8 West of the 2nd P. M., containing 80 acres more or less, in Lake County, Indiana, from May 16, 1923, at 8 A. M., to the present date.

1. Sherman M. Booth, Trustee,  
To  
George Earle, a bachelor.  
Release, dated Oct. 15, 1925. This certifies that a certain mortgage executed by George Earle, a bachelor, to Sherman M. Booth, Trustee, on April 17, 1907, calling for \$20,000, and recorded in Mortgage Record No. 64, Page 496, Lake Co., Ind., has been fully paid and satisfied, and the same is hereby released. Acknowledged regularly Oct. 26, 1925, before Florence O. Curtis, Notary Public in Cook Co., Ill. Recorded November 11, 1925, in Miscellaneous Record No. 147, Page 459.
2. South Broadway Land Company,  
a corporation,  
To  
Timothy W. Englehart, a single man.  
Warranty Deed, Sept. 1, 1923, conveys all that part of the N $\frac{1}{2}$  NW $\frac{1}{4}$ , lying North of Ridge Road, and excepting therefrom the right of way of the New York, Chicago and St. Louis Railroad, in Sec. 29, T. 36 N., R. 8 W. of the 2nd P. M., containing in all 70.35 acres more or less, in Lake Co., Ind., for the sum of \$1.00 and other valuable considerations. (Consideration less than \$100.00. No Revenue stamps required.) Signed: South Broadway Land Company, a corporation, By Harry R. Englehart, President, Attest: Everett E. Englehart, Secretary, and corporate seal attached. Acknowledged regularly before John H. Kass, Notary Public in Lake Co., Ind. Recorded Sept. 8, 1923, in Book No. 318, Page 222.
3. Timothy W. Englehart makes Affidavit Oct. 22, 1925, that he is the same person to whom under the designation of T. W. Englehart, one Harry Englehart did on March 21, 1922, assign all interest of the said Harry Englehart in and to a contract for the purchase of real estate which contract was dated Feb. 27, 1922, and which contract and which said assignment were both recorded in the office of the Recorder of Lake Co., Ind., in Miscellaneous Record 119, Page 578, and that the T. W. Englehart assignee of said contract, and the Timothy W. Englehart, who thereafter executed his quit claim deed to the real estate described in said contract to South Broadway Land Company, are one and the same person and that this affiant is the same person.  
Subscribed and sworn to before Elsie Caske, Notary Public in Lake Co., Ind. Recorded Nov. 11, 1925, in Miscellaneous Record No. 147, Page 459.
4. Timothy W. Englehart, and Mary J.,  
his wife,  
To  
Shilling and Parmley, Incorporated.  
Warranty Deed, Oct. 29, 1925, convey the N $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 29, T. 36 N., R. 8 W. of the 2nd P. M., except that part thereof South of Ridge Road, and excepting also the right of way of the Nickle Plate Railroad, being 70 acres more or less, in Lake Co., for the sum of \$1.00 and other valuable considerations. Subject to the taxes for the year 1925, due in 1926, which grantee assumes and agrees to pay. Also subject to special assessments becoming due and payable after January 1, 1926. Acknowledged regularly before Albert H. Gavit, Notary Public in Lake Co., Ind. (Revenue stamps \$53.00 attached.) Recorded Nov. 5, 1925, in Book No. 361, Page 166.
5. Articles of Incorporation of Shilling and Parmley, Incorporated, dated October 3, 1925.
  1. The names and addresses of the incorporators are as follows: L. Budde Shilling, Gary, Indiana; George W. Parmley, Gary, Indiana, Grant B. Willis, Canton, Ohio.
  2. The name of this corporation shall be, Shilling and Parmley, Incorporated.
  3. The business to be done by this corporation shall be to buy and otherwise acquire, to own,

sell, hold, broker, lease, rent, develop, improve and otherwise deal in improved and unimproved real estate. To plat, subdivide and re-subdivide, to broker, to build upon, repair, replace and improve real estate and buildings belonging to the corporation and other persons and corporations. To lease, rent and act as agent for the leasing and renting of improved and unimproved real estate. To buy, pledge, sell and otherwise acquire and dispose of bonds, notes, mortgages, land and other contracts and other securities and choses in action and evidence of indebtedness, and to loan and borrow money thereon. To advertise and sell and act as agent for the sale of insurance of all kinds and to execute on behalf of legal and qualified bonding companies, as their agent, bonds of all kinds. To do any and all things necessary and proper to be done in connection with the above and for the accomplishment of said above enumerated purposes.

4. The amount of the capital stock of this corporation shall be \$350,000.00, divided into thirty-five hundred shares of \$100.00 each, at which price said stock shall be sold. All of said stock shall be common stock.

5. The principal office or place of business of the corporation shall be located at Number 17 East Eighth Avenue, in the City of Gary, Lake Co., Ind.

6. The business or property to be taken over by the corporation consists of the good will of Shilling and Parmley, a co-partnership, of the value of \$10,000.00, and real estate, Cash in bank and on hand, mortgages, notes, contracts and etc. of the total value of \$156,000.000.

7. The number of directors of this corporation shall be 3 and the names of the directors who will manage the affairs of this corporation until the first annual meeting are as follows: L. Budde Shilling, George W. Parmley and Grant B. Willis.

8. The length of life of this corporation shall be 50 years.

9. The first annual meeting of this corporation shall be held at the office of the corporation in Gary, Lake Co., Ind., on October 12, 1925, at seven thirty P. M.

10. The seal of this corporation shall be a round metal disk with the words Shilling and Parmley, Incorporated, Gary, Indiana, around the outer margin thereof, and the word Seal across the center, so mounted that it may be used to impress these words in raised letters upon paper.

Signed: L. Budde Shilling, George W. Parmley, Grant B. Willis.

Acknowledged regularly Oct. 3, 1925, by L. Budde Shilling and George W. Parmley, before Floyd S. Draper, Notary Public in Lake Co., Ind. Acknowledged regularly Oct. 5, 1925, by Grant B. Willis, before Edna M. Duckworth, Notary Public in Stark Co., Ohio.

Approved and filed Oct. 6, 1925. F. E. Schortemeier, Secretary of State.

Recorded Oct. 9, 1925, in Miscellaneous Record No. 134, Page 471.

6. Shilling and Parmley, Incorporated,  
To  
South Side Trust and Savings Bank,  
Trustee, in Lake Co., Ind.

Mortgage, dated Oct. 29, 1925, mortgages and warrants the N $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 29, T. 36 N., R. 8 W. of the 2nd P. M., except that part thereof South of Ridge Road, and excepting also the right of way of the Nickel Plate Railroad, being 70 acres

more or less, in Lake Co., Ind. To secure \$40,727.50, as evidenced by 5 promissory notes, of even date herewith Numbered from 1 to 5, for \$8145.50 each, being of equal priority and payable to bearer, No. 1 maturing one year after date, and one each year thereafter in their numerical order, with interest at 6% per annum, payable semi-annually, at the South Side Trust and Savings Bank, Gary, Ind. With attorney fees and without relief. Purchase money. It is agreed that in the event the mortgagor shall subdivide said real estate, it shall be divided into lots approximately 125 feet in length and the Trustee herein shall release lots fronting on Ridge Road on the payment of \$12.00 per front foot; to release any other lots lying South of the Nickel Plate Railroad on the payment of \$6.00 per front foot, and to release any other lot North of the Nickel Plate Railroad on the payment of \$5.00 per front foot, and any payment so made for release shall be applied toward the payment of the principal of the first note thereafter maturing and no interest shall accrue from the date of such payment on the portion of such note as shall have been extinguished thereby. Mortgagor agrees to pay all court costs in case mortgagee has to appear to protect its interest under this mortgage. Mortgagor agrees to keep buildings at any time on said premises insured against loss by fire, lightning, tornadoes and windstorms for \$——, and pay all taxes and assessments and failing so to do, authorize mortgagee to procure such insurance and pay said taxes and assessments and also pay any senior liens or incumbrances or money necessary to perfect the title to said premises or preserve the security of this mortgage and amounts so paid with like interest shall be part of the debt secured hereby. Default of any conditions hereof or if any part of the debt secured hereby, principal or interest remains unpaid for 30 days after due to render whole sum and interest secured by this mortgage due and payable and upon such default mortgagor agrees that mortgagee shall have possession of said premises from commencement of foreclosure proceedings, until the close of the redemption year, and that a receiver may be appointed, etc. Signed: Shilling and Parmley, Incorporated, By L. Budde Shilling, President, By George W. Parmley, Secretary, and corporate seal attached. Acknowledged regularly before Albert H. Gavit, Notary Public in Lake Co., Ind. Recorded Nov. 5, 1925, in Mortgage Record No. 236, Page 565.

7. South Side Trust and Savings Bank,  
as Trustee,  
To  
Shilling and Parmley, Incorporated.

Release, dated Nov. 30, 1925. The indebtedness secured by a certain mortgage given by Shilling and Parmley, Incorporated, to South Side Trust and Savings Bank, as Trustee, on the N $\frac{1}{2}$  NW $\frac{1}{4}$  of Sec. 29, T. 36 N., R. 8 W. of the 2nd P.

M., excepting that part thereof South of Ridge Road and except also the right of way of the Nickel Plate Railroad Company, all located in Lake Co., Ind., which mortgage is dated Oct. 29, 1925, and recorded in Mortgage Records of Lake County, in Book 236, at Page 565, having been fully paid, said mortgage is hereby declared satisfied and released. Signed: South Side Trust and Savings Bank, as

Trustee, By William Feder, President, Attest: G. P. Smith, Secretary, and corporate seal attached. Acknowledged regularly before Esther Wolfberg, Notary Public in Lake Co., Ind. Recorded Dec. 2, 1925, in Miscellaneous Record No. 148, Page 148.

8. South Side Trust and Savings Bank,  
as Trustee,  
To  
Shilling and Parmley, Incorporated.

Release, dated Dec. 26, 1925. The indebtedness secured by mortgage given by Shilling and Parmley, Incorporated, to South Side Trust and Savings Bank, as Trustee, on the N $\frac{1}{2}$  NW $\frac{1}{4}$  of Sec. 29, T. 36 N., R. 8 W. of the 2nd P. M., except that part

thereof South of the Ridge Road and excepting also the right of way of the Nickel Plate Railroad Company, all located in Lake Co., Ind., which mortgage is dated Oct. 29, 1925, and recorded in Mortgage Records of Lake County, in Book 236, at Page 565, having been fully paid, said mortgage is hereby declared satisfied and released. This release is given for the purpose of releasing said described mortgage and for the purpose of correcting error in release of mortgage given on Nov. 30, 1925, and recorded Dec. 2nd, 1925, in Record No. 148, Page No. 148. Signed: South Side Trust and Savings Bank, as Trustee, By Wm. Feder, Vice President, Attest: G. P. Smith, Secretary, and corporate seal attached. Acknowledged regularly before Effie I. Montgomery, Notary Public in Lake Co., Ind. Recorded Dec. 28, 1925, in Miscellaneous Record No. 148, Page 517.

9. Shilling and Parmley, Incorporated,  
an Indiana corporation,  
To  
Engleside Realty and Development  
Company, an Indiana corporation.

Warranty Deed, Nov. 30, 1925, conveys the N $\frac{1}{2}$  NW $\frac{1}{4}$  of Sec. 29, T. 36 N., R. 8 W. of the 2nd P. M., except that part thereof South of Ridge Road and except also the right of way of the Nickel Plate Railroad, being 70 acres more or less, in Lake Co., Ind., for the sum of \$1.00 and other valuable con-

siderations. Subject only to taxes payable in 1926 and thereafter. Signed. Shilling and Parmley, Incorporated, By L. Budde Shilling, President, George W. Parmley, Treas., and corporate seal attached. Acknowledged regularly before Alva M. Voll, Notary Public in Lake Co., Ind. (Revenue stamps \$63.00 attached.) Recorded Dec. 2, 1925, in Book No. 362, Page 455.

10. Articles of Incorporation of the Engleside Realty and Development Company, dated Nov. 10, 1925.

1. The names and addresses of the incorporators are as follows: C. R. Brown, Gary, Indiana, J. W. Hack, Gary, Indiana, E. E. Forrest, Gary, Indiana, Clay Holt, Gary, Indiana, H. C. Parker, Gary, Indiana, Walter Denyes, Gary, Indiana, R. L. Croyle, Gary, Indiana.

2. The name of this corporation shall be, Engleside Realty and Development Company.

3. The business to be done by this corporation shall be: To buy and otherwise acquire, to own, sell, lease, rent, develop and otherwise deal in improved and unimproved real estate. To plat, subdivide and re-subdivide, to broker, to build upon, repair, replace and improve real estate belonging to this corporation and other persons and corporations. To lease, rent and act as agents for the leasing and renting of improved and unimproved real estate. To buy, pledge, sell and otherwise acquire and dispose of bonds, mortgages, notes, land contract and other securities and choses in action and evidences of indebtedness. To carry on a general real estate and land development business and to do any and all things necessary and proper to be done in connection therewith and for the accomplishment of said purposes.

4. The amount of the capital stock of this corporation shall be \$30,000.00, divided in 300 shares of \$100.00 each, at which price said stock shall be sold. All of said stock shall be common stock

5. The principal office or place of business of the corporation shall be located in the City of Gary, in Lake Co., Ind.

6. The business or property to be taken over by the corporation and the value thereof is as follows: A certain large tract of land situated in Lake Co., Ind., the net interest of this corporation therein to be \$30,000.00. No good will value claimed.

7. The number of directors of this corporation shall be seven and the names of the directors who will manage the affairs of this corporation until the first annual meeting are as follows: C. R. Brown, J. W. Hack, E. E. Forrest, Clay Holt, H. C. Parker, Walter Denyes, and R. L. Croyle.

8. The length of life of this corporation shall be 50 years.

9. The first annual meeting of this corporation shall be held at 17 East 8th Avenue, in the City of Gary, in Lake Co., Ind., on Nov. 28, 1925, at 7:30 P. M.

10. The seal of this corporation shall be a round metal disk with the words, Engleside Realty Company, Gary, Indiana, around the outer margin thereof and the word Seal across the center, so mounted that it may be used to impress these words in raised letters on paper.

Signed: C. R. Brown, J. W. Hack, E. E. Forrest, Clay Holt, Jr., H. C. Parker, Walter Denyes, R. L. Croyle.

Acknowledged regularly by C. R. Brown, J. W. Hack, E. E. Forrest, Clay Holt, H. C. Parker, Walter Denyes and R. L. Croyle, before Floyd S. Draper, Notary Public in Lake Co., Ind.

Recorded Nov. 27, 1925, in Miscellaneous Record No. 134, Page 501.

11. Engleside Realty and Development  
Company, a corporation of Lake Co., Ind.,  
To  
South Side Trust and Savings Bank,  
as Trustee.

Mortgage, dated Nov. 30, 1925, mortgages and warrants the N $\frac{1}{2}$  NW $\frac{1}{4}$  of Sec. 29, T. 36 N., R. 8 W. of the 2nd P. M., except that part thereof South of Ridge Road and except also the right of way of the Nickel Plate Railroad, being 70 acres more or less, in Lake Co., Ind. To secure \$40,000.00, evidenced by one promissory note of even date herewith, due 5 years after date, with interest at 6% per annum, payable semi-annually, all payable at the South Side Trust and Savings Bank, Gary, Ind., with attorney fees and without relief. Mortgagor agrees to pay all court costs in case mortgagee has

denced by one promissory note of even date herewith, due 5 years after date, with interest at 6% per annum, payable semi-annually, all payable at the South Side Trust and Savings Bank, Gary, Ind., with attorney fees and without relief. Mortgagor agrees to pay all court costs in case mortgagee has

to appear to protect its interest under this mortgage. Mortgagor agrees to keep buildings at any time on said premises insured against loss by fire, lightning, tornadoes and windstorms for \$—, and pay all taxes and assessments and failing so to do, authorize mortgagee to procure such insurance and pay said taxes and assessments and also pay any senior liens or encumbrances or money necessary to perfect the title to said premises or preserve the security of this mortgage and amounts so paid with like interest shall be part of the debt secured hereby. Default of any conditions hereof or if any part of the debt secured hereby, principal or interest remains unpaid for 30 days after due to render whole sum and interest secured by this mortgage due and payable and upon such default mortgagor agrees that mortgagee shall have possession of said premises from commencement of foreclosure proceedings until the close of the redemption year, and that a receiver may be appointed, etc. Signed: Engleside Realty and Development Company, a corporation. By E. E. Forst, President, By Clay Holt, Jr., Secretary-Treasurer, and corporate seal attached. Acknowledged regularly before Alva M. Voll, Notary Public in Lake Co., Ind. Recorded Dec. 2, 1925, in Mortgage Record No. 237, Page 569.

12. Plat of Woodlawn. Being a subdivision of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Sec. 29, T. 36 N., R. 8 W., of 2nd P. M., except that part So. of Ridge Road and the R. of W. of the Nickel Plate R. R., containing 34.72 acres.

We, E. E. Forrest, President, C. R. Brown, Vice President, and Clay Holt, Jr., Secy and Treasurer of the Engleside Realty and Development Company, do hereby certify that the said Company is the legal owner of the land shown and described hereon and that it has caused the same to be surveyed and subdivided into, lots, blocks, streets and alleys and that it has established building lines for said subdivision, all as shown on the plat drawn hereon and that such survey and subdivision is the free and voluntary act of said Company. Signed: E. E. Forrest, Pres., C. R. Brown, Vice. Pres., Clay Holt, Jr., Sec'y and Treas., and corporate seal attached. Acknowledged regularly before Violet Turner, Notary Public in Lake Co., Ind.

William J. Krull, Licensed Civil Engineer, certifies April 10, 1926, that I have surveyed and subdivided the tract of land shown and described hereon and that the above plat drawn to a scale of 100 feet to 1 inch is a correct representation of such survey, and subdivision, all dimensions being given in feet and decimal parts thereof.

Submitted to, approved and accepted by the Plan Commission of the City of Gary, Lake Co., Ind., this 13th day of April, 1926. J. J. Kelley, President, W. F. Cottingham, Secretary.

Submitted to, approved and accepted by the Board of Public Works of the City of Gary, Lake Co., Ind., this 19th day of April, 1926.

Chester J. Dunn, John A. Brennan, Harry L. Arnold, Board of Public Works, Attest: Marie Maloney, Clerk, and seal attached.

Recorded May 4, 1926, as Document No. 190300, in Plat Book No. 19, Page 35.

(We attach a copy of said plat.)

13. Note:—This real estate has been annexed to City of Gary by ordinance of the City Council recorded in the Recorder's office of Lake Co., Ind., on Dec. 4, 1925, in Miscellaneous Record No. 148, Page 192.

14. We have made no examination for suits filed in the District Court of the United States for the District of Indiana, or proceedings in bankruptcy in said Court, or for judgments rendered in said Court against any of the parties named in the within and foregoing Abstract.

State of Indiana, Lake County, ss:

The foregoing is a Continuation of Abstract of Title to the premises described in the Caption thereof. We find that the foregoing Thirteen (13) Pages contain all the changes or transfers of said premises, since May 16, 1923, at 8 A. M., as appears from a careful examination of the Recorder's records, the Tax Sale records and the Lis Pendens records of said Lake County.

We find no Judgments upon the records in the Clerk's office of Lake County, Indiana, rendered within the ten years last past, against South Broadway Land Company, Timothy W. Englehart, Shilling and Parmley, Incorporated, or Engleside Realty and Development Company, that are a lien on the lands in the foregoing Continuation of Abstract described, as appears from a careful examination of said records and our indices to the same.

Taxes of 1925 are paid in full on Part N $\frac{1}{2}$  NW $\frac{1}{4}$ , North of Ridge Road, Sec. 29, T. 36, R. 8, 70.35 acres in name of Timothy W. Englehart.

The Tax Duplicate in the Treasurer's office shows Taxes of 1924 and previous years delinquent, and with current Taxes of 1925, unpaid, amounting to \$76.07 on Part N $\frac{1}{2}$  NW $\frac{1}{4}$ , South of Ridge Road, 1.198 acres in name of Gary Hobart Investment Realty Company. Duplicate No. 259.

Taxes of 1926 became a lien March 1, 1926.

Crown Point, Indiana, May 31, 1926, at 4 P. M.

(Seal)

ALLMAN-GARY TITLE COMPANY,  
By C. W. Allman, Vice-Prest.  
Abstracters.

Crown Point, Indiana, May 7th, 1926.

We certify the foregoing printed Abstract of Title is a true and correct copy of the original.  
LAKE COUNTY TITLE AND GUARANTY COMPANY.

By *Edward J. Eder*  
Manager.

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# Abstract of Title

TO

N $\frac{1}{2}$  NW $\frac{1}{4}$ , SEC. 29, T. 36, R. 8, LAKE COUNTY,  
INDIANA.

IN LAKE COUNTY, INDIANA

---

MADE FOR

ENGLESIDE REALTY & DEVELOPMENT CO.

---

By

Lake County Title &

Guaranty Co.

Crown Point, Indiana

---

FRED B. MOTT, President

FRANK HAMMOND, Vice-President

ALBERT MAACK, Sec'y and Treas.

EDWARD J. EDER, Manager

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## ABSTRACTS OF TITLE

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NO. 100722  
37621

VOL. 725

PAGE 50

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LAKE COUNTY, INDIANA

Mr. J. S. Brown = 31-10

This abstract used in connection with title guarantee  
No. 98904. Please refer to this number when  
ordering Title Guarantee Policy.  
LAKE COUNTY TITLE COMPANY CROWN POINT, INDIANA.

# Abstract of Title

TO

LOTS NUMBER TEN (10), ELEVEN (11), TWENTY-TWO (22), TWENTY-THREE (23), AND TWENTY-FOUR (24),  
IN SECTION SIXTEEN (16), IN TOWNSHIP THIRTY-SIX (36) NORTH, OF RANGE EIGHT (8), WEST OF THE  
SECOND PRINCIPAL MERIDIAN, CONTAINING ONE HUNDRED (100) ACRES MORE OR LESS, IN LAKE COUNTY,  
IN THE STATE OF INDIANA.

COMMISSIONERS COURT, MARCH 5, 1868

Order No. 16.

Proceedings to sell Sec. 16, Town 36, Range 8, in North Township, as follows. This is to certify that  
1 five voters of Township 36, Range 8, petitioned me for the sale of the school land in said township,  
Dec. 18, 1867. I posted notices for an election in five public places in said township to be held for or  
against sale Jany. 20, 1868, at the house of George Wendt, in Tolleston, in said township, said notices  
were posted Dec. 28, 1867. I attended at the time of said election and opened a poll, twenty votes were  
given, all in favor of a sale, after which I proceeded to subdivide said land, being Section 16, T. 36 N., R.  
8 W., containing 640 acres, as marked on the plat hereto attached, and I have also affixed a number to  
each of the lots indicated by no. —, also a minimum value to each lot also indicated on said plat and upon  
each lot by \$—.

8	7	6	5	4	3	2	1
\$ 3.	\$ 3.	\$ 3.	\$ 3.	\$ 3.	\$ 3.	\$ 3.	\$ 3.
9	10	11	12	13	14	15	16
\$ 3.	\$ 3.	\$ 3.	\$ 3.	\$ 3.	\$ 3.	\$ 3.	\$ 3.
24	23	22	21	20	19	18	17
\$ 4.	\$ 4.	\$ 4.	\$ 4.	\$ 4.	\$ 4.	\$ 4.	\$ 4.
25	26	27	28	29	30	31	32
\$ 2.	\$ 2.	\$ 2.	\$ 2.	\$ 2.	\$ 2.	\$ 2.	\$ 2.

I, Joseph Hess, Trustee of North Township, within the bounds of which lies all of Sec. 16, T. 36, R.  
8 West, certify that the foregoing is a true transcript of the proceedings had in relation to the sale of said  
section, and that the division and appraisalment of the land as indicated by the foregoing plat of the same  
has been duly made by me, March 4<sup>th</sup>, 1868.

Joseph Hess, Trustee.

The board being satisfied that the requirements of the law have been substantially complied with,  
order that said land be sold in manner prescribed by law.

Commissioners record No. 2, page 643.

James H. Luther, Auditor Lake  
Co.,

2 to  
Charles Kunert.

Certificate of Purchase, dated July 30, 1868.

That he purchased on this day of the auditor and treasurer of said  
Lake Co., at Crown Point, Lots No. 2, 10, 11, 18, 22 and 24, of Sec.  
16, T. 36 N., R. 8 W., containing 120 acres, for the sum of \$445, of  
which there has been paid to the treasurer of said county, the sum  
of \$111.26 upon the principal of said purchase, and \$23.36, being 7% interest in advance for one year on  
the residue. On payment of the remaining \$333.74, within 10 years, with 7% interest, payable annually  
in advance, then the said Charles Kunert or his assigns shall be entitled to receive a deed for said lots.

Commissioners record, No. 2, page 672.

John Krost, Auditor Lake Co.,  
by L. G. Bedell, Deputy.

3 to  
Chas. Kunert.

School Deed, dated March 28, 1870.

Conveys Lots No. 2, 10, 11, 18, 22 and 24, in Sec. 16, T. 36 N., R.  
8 W., containing 120 acres, more or less, in Lake Co., Ind. Made in  
accordance with the foregoing certificate. Full payment of the prin-  
cipal sum and interest due having been made in accordance with the  
laws governing the sale of school lands. Acknowledged regularly by John Krost, Auditor, before S. D.  
Clark, Recorder.

Recorded April 7, 1880, in book No. 28, page 443.

James H. Luther, Auditor Lake  
Co.,

4 to  
Joseph Hess.

Certificate of Purchase, dated July 30, 1868.

That he purchased on this day of the auditor and treasurer of said  
Lake Co., at Crown Point, Lots No. 13, 14, 20 and 23, of Sec. 16, T.  
36 N., R. 8 W., containing 80 acres, for the sum of \$296.50, of which  
there has been paid to the treasurer of said county, the sum of \$74.13  
upon the principal of said purchase, and \$15.54, being 7% interest in advance for one year on the residue.  
On payment of the remaining \$222.37 within 10 years, with 7 % interest, payable annually in advance, then  
the said Joseph Hess or his assigns shall be entitled to receive a deed for said lots.

Commissioners record No. 2, page 674.

5        *Joseph Hess*  
              *to*  
              *Charles Kunert.*

Assignment, dated Oct. 5, 1875.  
Assigns the within certificate No. 5 as to Lot No. 23 to Charles Kunert.  
Acknowledged before H. G. Bliss, Auditor Lake Co., record says "Lot 23-16-36-8."  
Assignment record, No. 1, page 63.

6        *Henry G. Bliss, Auditor Lake*  
              *Co.,*  
              *to*  
              *Chas. Kunert.*

School Deed, Oct. 5, 1875.  
Conveys Lot No. 23, in Sec. 16, T. 36 N., R. 8 W., containing 20 acres, more or less, in Lake Co., Ind. Made in accordance with the foregoing certificate and assignment. Full payment of the principal sum and interest due having been made in accordance with the laws governing the sale of school lands.  
Acknowledged regularly before Amos Allman, Notary Public, in Lake Co., Ind.  
Recorded April 7, 1880, in book No. 28, page 444.

7        *Joseph Hess &*  
              *Elizabeth, " wife,*  
              *to*  
              *August Duepel.*

Quit Claim Deed, April 23, 1870.  
Conveys Lot No. 23, situated in the N. W.  $\frac{1}{4}$  S. W.  $\frac{1}{4}$ , Sec. 16, T. 36 N., R. 8, containing 20 acres, more or less, in Lake Co., Ind., for the sum of \$20.  
Acknowledged regularly before David Boynton, Justice of the Peace, in Lake Co., Ind.  
Stamped. Recorded July 11, 1871, in book No. 14, page 512.

8        The Calumet Draining Company filed their schedule of benefits and injuries for draining purposes on Nov. 2, 1871, in the recorder's office of Lake Co., Ind., and recorded in book No. 1 of miscellanies, pages 47 to 74, both inclusive, in which the benefits in excess of injuries are appraised on the following described lands, to wit:

W. $\frac{1}{2}$ S. E. $\frac{1}{4}$ N. W. $\frac{1}{4}$ , Sec. 16, T. 36, R. 8, at.....	\$25.00
E. $\frac{1}{2}$ S. W. $\frac{1}{4}$ N. W. $\frac{1}{4}$ , Sec. 16, T. 36, R. 8, at.....	27.50
W. $\frac{1}{2}$ N. E. $\frac{1}{4}$ S. W. $\frac{1}{4}$ , Sec. 16, T. 36, R. 8, at.....	60.00
E. $\frac{1}{2}$ N. W. $\frac{1}{4}$ S. W. $\frac{1}{4}$ , Sec. 16, T. 36, R. 8, at.....	60.00
W. $\frac{1}{2}$ N. W. $\frac{1}{4}$ S. W. $\frac{1}{4}$ , Sec. 16, T. 36, R. 8, at.....	60.00

9        *The Calumet Draining Company*        LAKE CIRCUIT COURT.  
              *vs.*        Civil.  
              *James Ewen and 168 others,*        Complaint, filed April 3, 1876, and cause continued from time to time.  
              *including August Duepel.*        And on Feby. 16, 1882, now again comes the plaintiff by counsel, and files amended complaint, and the defendants are ruled to answer instant. The plaintiff dismisses this case as to the defendants, John L. Knoerger et al. (insert.) and all the remaining defendants failing to answer, are each three times loudly called and come not but herein wholly make default, and a jury being waived this cause is submitted to the court for trial, and the court after having heard all the evidence in the case, and after having been fully advised in the premises, finds for the plaintiff, and the court further finds that all the material allegations contained in the plaintiff's complaint are true, and that there is due the plaintiff for benefit of its creditors from the defendants as follows, to wit: (Among others) August Duepel, the sum of \$8.00 and is a lien on his lands hereinafter described: E.  $\frac{1}{2}$  N. W.  $\frac{1}{4}$  S. W.  $\frac{1}{4}$ , Sec. 16, T. 36, R. 8, all of the foregoing described lands are situated in Lake County, Indiana.

It is therefore ordered, adjudged and decreed by the court that the plaintiff have judgment against all of said defendants for the benefit of the creditors of the said plaintiff, to wit: A judgment against all of the above described defendants separately as above designated and set out, and that the said liens therefor be and they are hereby foreclosed upon the lands of each defendant as above set out and described, and that the same is hereby decreed to be sold to pay said sums due and costs by the sheriff of this county, or so much thereof as may be necessary to pay the same.

Order book "R", pages 377 to 385, judgment docket "D", page 211.

10        Received of Duepel, Frank, for August Duepel, \$8.00 in full of this judgment, this 13th day of Feb., 1883, also \$1.50 for clerk's costs.

John G. Hoffman, Clerk.  
By Fred. E. Hoffman, Deputy.

Judgment docket "D", page 215.

#### IN THE LAKE CIRCUIT COURT.

11        Estate of Charles Kunert.  
On April 27, 1885, letters of administration having been granted in vacation by the clerk to Augusta Kunert, and she having given bond to the satisfaction and approval of the clerk, the same is now hereby confirmed by the court.  
Probate order book "D," page 248.  
(We find no unpaid claims filed against said estate.)

12        *Augusta Kunert*  
              *to*  
              *Charles E. Hequembourg.*

Grant, dated Nov. 14 1889,  
Grants and conveys to Charles E. Hequembourg, his successors and assigns, the right to lay a natural gas pipe line system over, across and under the following land in Lake Co., Ind., to wit: A strip of land 16 $\frac{1}{2}$  feet in width over and across the N. W.  $\frac{1}{4}$  S. W.  $\frac{1}{4}$  of Sec. 16, T. 36 N., R. 8 W., (with other lands), being 8 $\frac{1}{2}$  feet on each side of a line surveyed and adopted as a route for a natural gas pipe line system and the appurtenances thereto over and across said premises, together with the right to operate, maintain and remove the same at any time. The said pipe line shall not be laid within 15 yards of any dwelling or barn

upon said premises. In the construction and operation of said system said second party shall so far as practicable so construct and operate the said pipe line system as not to interfere with the cultivation of the land or existing tile drainage.

Acknowledged regularly before Frederick W. Scheunemann, Notary Public, in Lake Co., Ind.

Recorded May 8, 1890, in miscellaneous record No. 7, page 265.

(Note. No further search made on this right.)

IN THE LAKE CIRCUIT COURT.

13 *Augusta Kunert, Emilie Fedder, William F. Fedder, Ernest F. Kunert, Minnie Kunert, William C. Kunert, Anna Kunert, Maria L. Buse, Frank Buse, Henriette Seegers, Henry F. Seegers and Augusta Kunert, Admr. of estate of Charles Kunert, deceased,*  
vs.  
*Louisa Kunert, Arthur Kunert, Walter Kunert & Clara Kunert.*

Partition. Complaint, filed Aug. 21, 1890, alleges that Charles Kunert died March 21, 1885, intestate, seized in fee simple of the Lots 10, 11, 22, 23 & 24, in Sec. 16, containing 100 acres, all in T. 36 N., R. 8 W., (with other lands), in Lake Co., Ind. That decedent left as his only heirs at law, said Augusta Kunert, who is his widow, and the following nine children, to wit: Emilie Fedder (nee Kunert), Ernest F. Kunert, William C. Kunert, Maria L. Buse (nee Kunert), Henriette Seegers (nee Kunert), Louisa Kunert, Arthur Kunert, Walter Kunert and Clara Kunert, the latter four of whom are minors. That Augusta Kunert is owner of an undivided  $\frac{1}{3}$  of said land in fee simple, and each of said children is the owner of an undivided  $\frac{2}{27}$  thereof in fee simple. Asks that widow's share be set off to her and that the other  $\frac{2}{3}$  be sold, and the proceeds of sale divided, etc.

Summons, issued Aug. 21, 1890, and returned endorsed as served Aug. 21, 1890, by reading to all the defendants, by A. M. Turner, Sheriff.

IN THE LAKE CIRCUIT COURT.

Same cause as the preceding.

14 And on Sept. 24, 1890, now comes the plaintiffs by counsel, and show to the court that the defendants have each been duly served with summons by the sheriff of this county at least ten days before the first day of this term of court, thereupon each of said defendants are three times loudly called and come not but herein wholly make default, and it appearing to the court that all of said defendants are minors, the court appoints Willis C. McMahan, Esq., guardian ad litem, of said minors, and as such guardian is sworn in open court, and as such guardian filed answer, and a jury being waived, this cause is submitted to the court for trial, and the court after hearing the evidence in the case and after being fully advised in the premises finds for the plaintiff, and the court further finds that all the material allegations set forth in the complaint are true, and the court finds that the plaintiffs and the defendants are the owners in fee simple as tenants in common of the following described land, situated in Lake Co., Ind., to wit: Lots No. 10, 11, 22, 23 & 24, in Sec. 16, containing 100 acres, all in T. 36 N., R. 8 W. (with other land), and the court further finds that the plaintiff Augusta Kunert is the widow of said decedent, and as such is entitled to an undivided  $\frac{1}{3}$  interest of the above described real estate, and that the following named plaintiffs, Emilie Fedder, Ernest F. Kunert, Wm. G. Kunert, Maria L. Busse, Henrietta C. Seegers and the minor defendants Louisa, Arthur, Walter and Clara Kunert are each entitled to an undivided  $\frac{2}{27}$  interest of said above described real estate, and the court further finds that all the other parties to this action except said owners are the consorts respectively of such owners, as set forth in said complaint, and have no interest in said land except as such consorts. And the court further finds that all the debts of said estate have been fully paid, except a balance due said administrator as shown by her report, and that partition of said estate ought to be made, and the share of each of said owners set off to them respectively. And the court further finds that the share of Augusta Kunert can and ought to be partitioned and set off to her in severalty, and that the share of said other owners cannot without injury be divided and partitioned among them. And the court now appoints Amos Allman, Christopher Borman and August Conrad, commissioners herein to partition said land according to this order and make report of their doings at this term of court.

Order book No. 1, pages 391 & 392.

IN THE LAKE CIRCUIT COURT.

Same cause as the preceding.

15 On Sept. 29, 1890, now again come the plaintiffs by counsel, and also come the defendants the minors, by their guardian ad litem, and come also Amos Allman, Christopher Borman and August Conrad, the commissioners heretofore appointed to make partition herein, and they appear in open court and file their report of partition:

Report that after being duly sworn upon our oaths to honestly, faithfully and impartially to make said partition of said lands, we then proceeded to examine said lands, and after carefully examining said lands we proceeded to make said partition, and we do now make report of our doings to the honorable court for its approval of the same. (After setting off share to Mrs. Augusta Kunert.) We set apart and allot to the other plaintiffs and defendants Emilie Fedder, Ernest F. Kunert, W. G. Kunert, Maria L. Busse, Henrietta C. Seegers, and to the minor defendants Louisa, Arthur, Walter and Clara Kunert, as their share of said described lands, together, as follows, to wit: Lots 10, 11, 22, 23 and 24, in Sec. 16, containing 100 acres more or less, all in T. 36 N., R. 8 W. (with other lands), all situate in Lake Co., Ind., together with all the improvements that may be on said lands, and we would further report to the court that said lands set off to said plaintiffs and defendants cannot be divided without injury to the parties interested, and therefore report said lands not divided. We would further suggest to the court the appointment of a commissioner to sell said lands, and further that now would be a good time to sell the same while the boom is now raging in the vicinity of said lands, all of which we most respectfully submit to the court for its approval and confirmation.

Witness our hands and seals this 29th day of September, 1890.

Amos Allman,  
Christopher Borman,  
A. Conrad,  
Commissioners.

Order book No. 1, pages 404, 405 & 406.

IN THE LAKE CIRCUIT COURT.

Same cause as the preceding.

On Oct. 4, 1890, now again come the parties by counsel, and also again comes W. C. McMahan, the guardian ad litem of said minors, and the court now approves the report of the commissioners herein heretofore filed.

It is therefore ordered and adjudged by the court that lands so allotted in said report to said plaintiff, Augusta Kunert, as her share, vest in her in severalty in fee simple, and that the remainder of said lands, to wit: The lands so allotted to said other owners, together, as their shares, vest in them together and in severalty, and it is further ordered that in order to make such partition among said owners the said lands so set off to them be sold and thereupon the court appoints Frederick W. Scheuneman, a comr. of this court to make sale of that part that cannot be divided as set forth in the comrs.' report, and said comr. is ordered to give a bond in the sum of \$25,000, which bond is now presented with Mathias Mueller and Augusta Kunert as sureties thereon, which bond is examined and approved by the court, and said comr. is ordered to have said lands appraised in parcels, and to sell the same at private sale in parcels as appraised, or to sell as a whole if said comr. thinks best, for  $\frac{1}{2}$  cash and the balance in 1 and 2 years, with interest at 6% and deferred payments to be secured by mortgage on said lands, and said comr. is ordered to give notice in some weekly newspaper of general circulation for three weeks, published in this county, and by also posting like notices in the township where said land is situated, and also by posting a like notice at the court house door.

Order book No. 1, page 422.

The lis pendens records in the clerk's office do not show any liens filed against the premises described in the caption of abstract.

State of Indiana, }  
Lake County. } ss.

The foregoing is an abstract of title to the premises described in the caption thereof. We find no conveyances of said premises by any of the parties named as grantors or grantees in said abstract, recorded in the recorder's office of said Lake County, Indiana, prior to the date of record of the deeds by them respectively given, as above set forth and ascertained from a careful examination of said records.

Nor any unredeemed tax sales as appears from a careful examination of the records of tax sales in the auditor's office of said Lake County.

CROWN POINT, Ind., October 30, 1890, at 8 a. m.

AMOS ALLMAN & SON,  
Abstracters.

We find no judgments upon the records in the clerk's office of Lake County, Indiana, rendered within the ten years last past, against any of the parties in the foregoing abstract mentioned, that are a lien on the lands therein described, as appears from a careful examination of said records and our indices to the same. (Except some costs in estate and partition.)

CROWN POINT, Ind., October 30, 1890, at 8 a. m.

AMOS ALLMAN & SON,  
Abstracters.

Taxes of 1889 are paid in full.

Taxes of 1890 became a lien April 1, 1890.

AMOS ALLMAN & SON,  
Abstracters.

CONTINUATION OF ABSTRACT OF TITLE

TO

LOTS No. 10, 11, 22, 23 AND 24, IN Section 16, IN TOWNSHIP 36 NORTH, OF RANGE 8 WEST OF THE 2D P. M., CONTAINING 100 ACRES, MORE OR LESS, IN LAKE COUNTY, INDIANA, FROM OCTOBER 30, 1890, AT 8 A. M., TO THE PRESENT DATE.

IN THE LAKE CIRCUIT COURT.

Augusta Kunert et al.  
vs.  
Louisa Kunert et al.

18

Partition.

Petition, filed Nov. 26, 1890, by Arthur E. Clark, to enforce contract for purchase of the N. W.  $\frac{1}{4}$  of Sec. 7, containing  $140\frac{7}{10}$  acres, more or less, and the N.  $\frac{1}{2}$  S. W.  $\frac{1}{4}$  N. E.  $\frac{1}{4}$  of Sec. 7, containing 20 acres, and Lots No. 10, 11, 22, 23 and 24, in Sec. 16, each containing 20 acres; containing in all  $260\frac{7}{10}$  acres, more or less, in T. 36 N., R. 8 W. of the 2d P. M., in Lake Co., Ind.

Notice filed Nov. 26, 1890, and recorded in lis pendens record No. 1, page 121.

And on Nov. 26, 1890, now again come the parties by counsel and comes also Arthur E. Clark, and files a verified petition herein, stating that he has purchased the lands set forth in said petition of F. W. Schuenemann, the commissioner herein, and asks the court for an order on commissioner to carry out the terms of the contract.

Order book No. 1, page 473.

And on Dec. 3, 1890, now, again come all the parties by their counsel, and by agreement the hearing herein is continued until the 4th Monday of this term of court, and if the money herein is not presented at that time, each party to surrender contract and all rights under the same.

Order book No. 1, page 496.

And on Dec. 8, 1890, now, again come the parties by counsel, and also again comes F. W. Scheunemann, the commissioner herein, and also again comes Arthur E. Clark, by counsel, and the court after having heard the evidence on the petition of Arthur E. Clark, heretofore filed, to have the commissioner carry out the terms of the contract, finds for the commissioner herein and the court further finds that said Arthur E. Clark, having failed and refused to pay over the money as specified in said contract, said contract should be set aside and held for naught.

It is therefore ordered and adjudged by the court that said contract set out in the petition of said Clark be and the same is hereby set aside and held for naught and the clerk of this court is ordered to cancel the same on the records in the recorder's office.

Order book No. 1, page 513.

This cause is now pending, No. 1,736.

State of Indiana, }  
Lake County. } ss. The foregoing is a continuation of abstract of title to the premises described in the caption thereof. We find that the foregoing court order is the only change or transfer of said premises, since October 30, 1890, at 8 a. m., as appears from a careful examination of the recorder's records, the tax sale records and the lis pendens records of said Lake County.

CROWN POINT, Indiana, February 2, 1891, at 8 a. m.

AMOS ALLMAN & SON,  
Abstracters.

We find no judgments upon the records in the clerk's office of Lake County, Indiana, rendered within the ten years last past, against any of the parties in the foregoing abstract mentioned, that are a lien on the lands therein described, as appears from a careful examination of said records, and our indices to the same. (Except some costs in estate and partition.)

CROWN POINT, Indiana, February 2, 1891, at 8 a. m.

AMOS ALLMAN & SON,  
Abstracters.

Taxes of 1889 are paid in full.

Taxes of 1890 are due by April 15, 1891—amount \$9.38.

AMOS ALLMAN & SON,  
Abstracters.

### CONTINUATION OF ABSTRACT OF TITLE

TO

LOTS No. 10, 11, 22, 23 AND 24, IN SECTION 16, IN TOWNSHIP 36 NORTH, OF RANGE 8 WEST OF THE 2D P. M., CONTAINING 100 ACRES, MORE OR LESS, IN LAKE COUNTY, INDIANA (SUBJECT TO NATURAL GAS PIPE LINE RIGHT OF WAY), FROM FEBRUARY 2, 1891, AT 8 A. M., TO THE PRESENT DATE.

IN THE LAKE CIRCUIT COURT.

19      *Estate*  
          *of*  
          *Charles Kunert.*

On March 1, 1892. Now, again comes Augusta Kunert, the administratrix herein, and shows to the court that she filed her final report herein on Feby. 1, 1892, and set the same for hearing on the fifth Monday of this term of court, viz.: on Feby. 29, 1892, and said administratrix also shows to the court that she gave due notice of the filing of said report by publication of notice in the Crown Point Freie Presse, for two weeks successively, viz. on the 3d and 10th days Feby., 1892, a weekly newspaper of general circulation, printed and published in this county, and proves the same by the affidavit of John Lehman, editor and publisher of said paper, and said administratrix further shows to the court that she caused a like notice to be posted at the court house door of said county, and proves the same by the affidavit of Geo. M. Eder, and said administratrix further shows to the court that said estate is indebted to her in the sum of \$428.44, and said administratrix is willing to trust to the said heirs personally for said amount so due her, and notwithstanding such indebtedness to have said estate finally settled and said administratrix discharged.

Thereupon the said final report is now submitted to the court for trial and the court, after having examined said report, and being fully advised in the premises, approves the same, and said estate is now declared finally settled and said administratrix discharged.

Probate Order book "E," pages 202 & 203.

20      *Augusta Kunert et al.*  
          *vs.*  
          *Louisa Kunert et al.*

IN LAKE CIRCUIT COURT.

Partition (No. 1,736).

And on May 4, 1891, now, again come the parties by counsel, and the commissioner herein is requested to place on file specification of claim against Clark, by 3rd Monday of term.

Order book No. 2; page 173.

And on May 25, 1891, plaintiff, Augusta Kunert, files statement of expenses of commissioner Fred W. Schuenemann.

Order book No. 2, page 275.

And on March 1, 1892, this cause is submitted to the court to hear and determine what amount shall be allowed the commissioner herein for his services in making the sale of land heretofore ordered sold, and what amount to be deducted out of the \$500 paid by one Arthur E. Clark, for option on said land.

Order book No. 3, page 334.

And on March 2, 1892, the court finds herein that the commissioner shall retain of the money in his hands in this case, the sum of \$150, and the court further finds that of said monies, \$250 has heretofore been paid to Arthur E. Clark, and that said commissioner shall pay him the additional sum of \$100, the same to be received by J. Kopelke, as attorney of said Arthur E. Clark, and for said Clark in this cause.

Order book No. 3, page 341.

And on May 2, 1892, now, again come the parties and comes also Fred W. Scheunneman, the commissioner, to sell herein, and presents petition showing that he has expended in and about his trust, \$131 in cash, and that he has spent 23 days time and incurred personal expenses in doing the business of said trust, for which he claims the further sum of \$230, all of which he asks may be allowed, and this matter is now submitted to the court for trial, and the court after hearing the evidence finds that the facts set forth in said

petition are true, and that there should be allowed said commissioner out of and against the property hereinbefore ordered sold, the sum of \$361.00.

It is therefore ordered that said commissioner recover said sum of \$361, and that the same be a charge upon and paid out of the lands herein ordered to be sold as costs.

Order book No. 3, pages 438 & 439.

(This cause is now pending.)

State of Indiana, }  
Lake County. } ss.

The foregoing is a continuation of abstract of title to the premises described in the caption thereof. We find that the foregoing three (3) pages contain all the changes or transfers of said premises since February 2, 1891, at 8 a. m., as appears from a careful examination of the recorder's records, the tax sale records and the lis pendens records of said Lake County.

CROWN POINT, Ind., Sept. 5, 1892, at 1 p. m.

AMOS ALLMAN & SONS,  
Abstracters.

We find no judgments upon the records in the clerk's office of Lake County, Indiana, rendered within the ten years last past, against any of the parties in the foregoing abstract mentioned, that are a lien on the lands therein described, as appears from a careful examination of said records, and our indices to the same (except the costs in partition case).

CROWN POINT, Ind., Sept. 5, 1892, at 1 p. m.

AMOS ALLMAN & SONS,  
Abstracters.

Taxes of 1890 are paid in full.

Second installment of taxes of 1891, is due by Nov. 1, 1892, amount \$40.00.

Taxes of 1892, became a lien April 1, 1892.

AMOS ALLMAN & SONS,  
Abstracters.

#### CONTINUATION OF ABSTRACT OF TITLE

TO

LOTS NOS. 10, 11, 22, 23 AND 24, IN SECTION 16, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P. M., CONTAINING 100 ACRES, MORE OR LESS, IN LAKE COUNTY, INDIANA, FROM SEPTEMBER 5, 1892, AT 1 P. M., TO THE PRESENT DATE.

##### IN THE LAKE CIRCUIT COURT.

1      *Guardianship*  
         *of*  
*Louisa E. Kunert, Arthur Kun-*  
*ert, Walter Kunert and Clara*  
*Kunert.*

On Sept. 1, 1890, letters of guardianship having been granted by the clerk in vacation, to Augusta Kunert, and she having given bond as such guardian to the satisfaction and approval of the clerk, the same is now hereby confirmed by the court.

Probate order book "E," page 43.

Final report as to Louise E. Kunert, approved April 26, 1897.

Final report as to Arthur Kunert, approved December 18, 1899.

##### IN THE LAKE CIRCUIT COURT.

2      *Augusta Kunert et al.*  
         *vs.*  
         *Louisa Kunert et al.*

Partition. (No. 1,736.)  
On Sept. 6, 1892, the commissioner reported sale of other lands. See order book No. 4, page 80.

And on Sept. 16, 1892, \* \* \* and it is ordered that this cause be continued and that it be dropped from the docket to be called up on motion.

Order book No. 4, page 132.

Costs are paid in full.

3      *Ernest Kunert and*  
         *Minnie " wife,*  
         *to*  
         *Henry F. Seegers.*

Quit Claim Deed, March —, 1896, conveys the undivided 1/9 of Lots Nos. 10, 11, 22, 23 and 24, in Sec. 16, T. 36 N., R. 8 W., being the undivided 1/9 of said grantors interest in said property by heirship of and from Charles Kunert, deceased, in Lake Co., Ind., for the sum of \$300.

Acknowledged regularly before Geo. B. Sheerer, Notary Public, in Lake Co., Ind. Recorded March 19, 1896, in book No. 78, page 38.

##### IN THE LAKE CIRCUIT COURT.

4      *Estate*  
         *of*  
         *Henry Seegers, deceased.*

On Feb'y 1, 1897. Comes now the widow of said decedent, Henrietta Seegers, and shows to the court that she filed with the clerk of this court on Dec. 18, 1896, her application and petition to have the entire estate of said decedent set off to her under the statute of the State of Indiana, giving widows \$500, and it appearing to the court that appraisement was duly made on Dec. 16, 1896, according to law, that the entire estate of said decedent is worth less than \$500, to wit: \$350, and no objection being made the entire estate is set off to her absolutely, without administration, and that the title thereto be and the same is hereby vested in her, and the property so set off to her as widow, is described as follows, to wit: The following real estate situate near Tolleston, Lake Co., Ind.: The undivided 1/9 of Lots Nos. 10, 11, 22, 23 and 24, in Sec. 16, T. 36 N., R. 8 W. (\$350.00); and the court further finds that said decedent left no other property subject to administration.

Probate order book "F," page 300.

5        *Henrietta Seegers*  
             to  
             *Minnie Kunert.*

Warranty Deed, Jan'y 19, 1898, conveys the undivided 1/9 of Lots Nos. 10, 11, 22, 23 and 24, in Sec. 16, T. 36 N., R. 8 W., being the undivided 1/9 of said property by heirship of and from Charles Kunert, deceased, in Lake Co., Ind., for the sum of \$300.

Acknowledged regularly before William S. Gallagher, Notary Public, in Lake Co., Ind. (50 cent revenue stamp attached.) Recorded May 1, 1899, in book No. 88, page 425.

6        *Mary Buse (nee Kunert) and*  
             *Frank " husband,*  
             to  
             *William Frank.*

Quit Claim Deed, June 17, 1901, conveys the undivided 1/9 share in the W.  $\frac{1}{2}$  S. E.  $\frac{1}{4}$  N. W.  $\frac{1}{4}$  and E.  $\frac{1}{2}$  S. W.  $\frac{1}{4}$  N. W.  $\frac{1}{4}$  and N. W.  $\frac{1}{4}$  S. W.  $\frac{1}{4}$  and W.  $\frac{1}{2}$  N. E.  $\frac{1}{4}$  S. W.  $\frac{1}{4}$ , all in Sec. 16, T. 36 N., R. 8 W., in Lake Co., Ind., for the sum of \$300.

Acknowledged regularly before William S. Gallagher, Notary Public, in Lake Co., Ind. (50 cent revenue stamp attached.) Recorded June 20, 1901, in book No. 97, page 448.

IN THE LAKE CIRCUIT COURT.

*State of Indiana*  
vs.

(No. 1,801.)

7        *The Tolleston Club of Chicago, Flora N. Biggs, Charles Nagel, The Lake County Club, Martha R. Hart, William C. Cleland, Julia B. Hart, Samuel Delamater, The Garden City Sand Co., John G. Earle, the unknown heirs of Charles G. Wicker, deceased, George W. Parent, Marion Inness, Long Perry, S. D. Perry, William A. Reid, John L. Flannery, Joseph N. Halleck, John E. Armitage and Julia B. Follett, who is the same person as Julia B. Hart.*

Complaint, filed Nov. 6, 1890, to recover possession of the following real estate in T. 36 N., R. 8 W. (among other lands): That part of Sec. 16, lying South of the original meander line of the "Impassable Morass," so called, and that title be quieted, etc.

Affidavit of non-residence, filed Feb'y 3, 1891, as to the defendants, Tolleston Club of Chicago, The Lake County Club, William C. Cleland, Samuel Delamater, The Garden City Sand Company, John G. Earle, George W. Parent, Marion Inness, Long Perry, S. D. Perry, whose first name is unknown, William A. Reid, John L. Flannery, Joseph N. Halleck, John E. Armitage, Julia B. Follett, who is the same person as Julia B. Hart.

Court orders the clerk to issue a non-resident publication notice, returnable next term of court. Order book No. 2, page 8.

And on Sept. 8, 1891, plaintiff shows affidavit of non-residence as to all the defendants (except Biggs, Nagle and Hart), and publication of non-resident notice in the Lake County Star on July 17, 24 and 31, 1891, as to said defendants.

Order book No. 2, page 348.

(This cause was sent to the United States Circuit Court of Indiana, Sept. 24, 1891, and sent back Nov. 22, 1892. Change of venue to Porter Circuit Court, May 10, 1893, and sent back Nov. 17, 1893. Trial had in Porter County and decree for defendants. New trial granted as of right. Flora N. Biggs, Charles Nagel, Martha R. Hart, Tolleston Club of Chicago, John G. Earle, Julia B. Follett and Lake County Club, appear and answer.)

And on Dec. 5, 1893, comes again the parties by counsel \* \* and the court being sufficiently advised in the premises, finds as follows: It finds in favor of the plaintiff against all of the defendants, that the plaintiff is the owner in fee simple and entitled to the possession of all the lands described in the complaint, to wit: (Same land as described in complaint, except certain lands), and the court assesses plaintiff's damages for the unlawful possession of said lands against the defendants in the sum of one cent. \* \* And the defendants now severally file separate motions to modify the above findings and the plaintiff now files its several motions for a new trial herein, as to the defendants, Martha R. Hart, Flora N. Biggs, and the Lake County Club, which motions are each overruled by the court, to which ruling of the court in overruling said motions, the plaintiff, by counsel separately excepts.

Order book No. 5, pages 456 to 461.

IN THE LAKE CIRCUIT COURT.

*State of Indiana*  
vs.

(No. 1,801.)

8        *The Tolleston Club of Chicago, Flora N. Biggs, Charles Nagel, The Lake County Club, Martha R. Hart, William C. Cleland, Julia B. Hart, Samuel Delamater, The Garden City Sand Co., John G. Earle, George W. Parent, Marion Inness, Long Perry, S. D. Perry, William A. Reid, John L. Flannery, Joseph N. Halleck, John E. Armitage, Julia B. Follett, and the unknown heirs of Charles G. Wicker, deceased.*

And on Dec. 20, 1893, now again come the parties by counsel, and the court now overrules the motion to modify its findings heretofore filed by each of the defendants herein. Defendants except, and each defendant is given 75 days to make and file its bill of exceptions.

And the court now modifies its findings heretofore entered, so as to exclude from the lands found to belong to the plaintiff, the whole of Sections 12, 13, 14 and 16, in Township 36, Range 8, in said county. Each defendant appearing, files separate motion for a new trial, all of which are overruled. Defendants except, and are given 75 days to file bills of exceptions. And thereupon the court over defendants' objections and exceptions, renders judgment upon its findings herein as follows: \* \* (All lands in suit are decreed in plaintiff, except such lands and such parts of said lands above described as are contained in or embraced by Sections 12, 13, 14 and 16, in said town and range), and judgment is for the defendants as to all lands embraced in said excepted sections, and that the plaintiff recover one cent damages. And it is decreed that plaintiff recover no part or parcel of either of said Sections 12, 13, 14 and 16. \* \* And it is further ordered and decreed that the Tolleston Club is the owner in fee simple of the following described lands in Lake Co., Ind., to wit: \* \* \* Also the S.  $\frac{1}{2}$  S. W.  $\frac{1}{4}$  of said Sec. 16, T. 36, R. 8, and also all the residue of said Sec. 16, embraced in the lands described in plaintiff's complaint. \* \* Thereupon each defendant objects and excepts to the judgment, and each files motion to modify the judgment. Overruled. Each defendant excepts, and is given 75 days in which to file bill of exceptions as to said rulings. And each defendant prays an appeal to the Supreme Court. Granted, and defendants given 60 days to file appeal bond in \$1,000.

Order book No. 5, pages 572 to 578.

Appeal submitted to Supreme Court May 19, 1894.

Reversed by Supreme Court Sept. 28, 1894, with instructions to grant a new trial and for further proceedings not in conflict with this opinion. Petition for re-hearing overruled April 26, 1895.

And on May 24, 1895, the judgment heretofore entered herein is reversed per order and opinion of the Supreme Court, filed herein and a new trial of this cause is now granted.

Order book No. 11, page 452.

And on Dec. 11, 1895, now, again come the parties heretofore appearing herein, and defendants show the filing of the opinion of the Supreme Court in this cause in the clerk's office of this court, and in accordance therewith the judgment and decree heretofore rendered in this cause is set aside and the court finds that the defendants herein are entitled to their costs herein subsequent to the commencement of the last trial, and thereupon a jury being waived, this cause is submitted to the court for trial.

Order book No. 12, pages 367 & 368.

And on Dec. 19, 1895, now, again comes the plaintiff, The State of Indiana, by counsel, and come also the defendants, who have heretofore appeared herein, each by counsel, and the court having heard all the evidence in the cause and being now fully advised in the premises, finds in favor of the defendants and against the plaintiff, and plaintiff thereupon files its motion for a new trial herein as against all the defendants, except Flora N. Biggs, which motion is overruled by the court, to which ruling of the court said plaintiff excepts and asks and is granted 90 days in which to file its bill of exceptions herein.

It is therefore considered, adjudged and decreed by the court that said plaintiff take nothing by this suit.

Order book No. 12, page 463.

#### IN THE LAKE CIRCUIT COURT.

(No. 2,518.)

9      *In the matter  
         of the  
Jarnecke Ditch.*

Petition, filed Sept. 2, 1892, asking for drainage of certain lands. Substitute petition filed, asking for drainage of certain lands. Referred to drainage commissioners, Dec. 23, 1892.

Report filed Nov. 27, 1893, wherein commissioners make assessment of benefits as follows (among others): Estate of Charles Kunert:

Lot 24, Sec. 16, T. 36, R. 8 .....	\$130.00
" 23, " " " " " " .....	\$130.00
" 22, " " " " " " .....	\$130.00
" 10, " " " " " " .....	\$190.00
" 11, " " " " " " .....	\$190.00

Order book No. 5, page 428.

Remonstrances were filed, and on March 4, 1895, said report of benefits was disapproved and same was referred back to the commissioners, to make new or amended report, April 22, 1895.

See order book No. 11, page 137.

New report made April 22, 1895, assessed the land as follows:

Estate of Charles Kunert:

Lot 24, Sec. 16, T. 36, R. 8 .....	\$ 78.00
" 23, " " " " " " .....	\$ 78.00
" 22, " " " " " " .....	\$ 78.00
" 10, " " " " " " .....	\$114.00
" 11, " " " " " " .....	\$114.00

On Nov. 11, 1895 On motion of remonstrant, this cause is ordered sent to Porter Circuit Court, and 15 days given to perfect change.

See order book No. 12, page 262.

(The judge of the Porter Circuit Court decided in favor of the construction of said ditch. The case was appealed and affirmed in the Supreme Court.)

#### IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF INDIANA.

*William W. Crapo, sole executor of  
the estate of Edward D. Mandell,  
deceased, and trustee under the  
will of said Mandell, deceased,*

10

*vs.  
Henry S. Hazelgreen, Commis-  
sioner in charge of the construc-  
tion of the Jarnecke Ditch.*

No. 9,588. Chancery.

On Aug. 7, 1899, before Hon. John H. Baker, Judge, comes now complainant, by Messrs. Olds & Griffin, his solicitors, and thereupon this cause is now submitted to the court upon the pleadings, mandate from the United States Circuit Court of Appeals, the amended bill of complaint, and the default and decree pro confesso herein, and thereupon the court being sufficiently advised in the premises, finds for the complainant, and thereupon

It is ordered, adjudged and decreed that the defendant, Henry S. Hazelgreen, and all persons acting under or through him, or by virtue of his authority, or as commissioner appointed in charge of the construction of the ditch, known as the "Jarnecke Ditch" be, and they are hereby perpetually enjoined from contracting for the digging or construction of and from digging and constructing a ditch referred to and described in the bill in this cause and known as the "Jarnecke Ditch," commencing at a point on the North bank of the Little Calumet River at low water mark, where the West line of the E.  $\frac{1}{2}$  N. E.  $\frac{1}{4}$  of Sec. 2, T. 36 N., R. 9 W., crosses said Little Calumet River, running thence Northward to the Grand Calumet River, crossing Sec. 1, T. 36, "Range West," in Lake Co., Ind., purporting to establish and authorized by the judgment of the Porter Circuit Court; and from the construction of a ditch or drain over or across or upon the lands of the complainant herein, described in the petition, situated in Lake Co., Ind., described as follows, to wit: The N.  $\frac{1}{2}$  and the N.  $\frac{1}{2}$  S.  $\frac{1}{2}$  of Sec. 1; also the N.  $\frac{1}{2}$  and the N.  $\frac{1}{2}$  S. E.  $\frac{1}{4}$  and the N. E.  $\frac{1}{4}$  S. W.  $\frac{1}{4}$  of Sec. 2, in T. 36, R. 9; also the N. E.  $\frac{1}{4}$  and the S.  $\frac{1}{2}$  N. W.  $\frac{1}{4}$  of Sec. 3, same township and range; also all of the S. E.  $\frac{1}{4}$  of Sec. 34, T. 37, R. 9, lying South of the Grand Calumet River; also all of the S. W.  $\frac{1}{4}$  of Sec. 35, T. 37, R. 9, lying South of said Grand Calumet River, containing 1,212 acres, or upon, across or over any portion or parcel of said land. And that the complainant herein have judgment against the said defendant for his costs in this behalf, taxed at \$—.

But this decree, and the injunction hereby granted shall in nowise restrain or prevent the defendant or the petitioners in the proceeding in which the defendant was appointed commissioner for the construction of the drain known as the "Jarnecke Ditch" to petition the court in which such drainage proceeding is pend-

ing to again refer the same to the proper drainage commissioners for the purpose of making the complainant or his successors in interest, if any, parties to such proceeding, and ascertaining the damages, if any, that they would suffer by reason of the construction of the proposed ditch, and to prosecute such further proceedings in said matter as may be allowed by law.

And it is further ordered, adjudged and decreed that the complainant do have and recover of and from Henry S. Kazelgreen, the defendant, his costs and charges in this behalf laid out and expended, taxed at \$—.

Certified copy of said decree made Feb'y 8, 1901, by Noble C. Butler, clerk of said court, and duly exemplified, and recorded March 9, 1901, in "record of wills and orders of court," No. 1, page 411, etc., in recorder's office.

State of Indiana, }  
Lake County, } ss.

The foregoing is a continuation of abstract of title to the premises described in the caption thereof. We find that the foregoing ten (10) pages contain all the changes or transfers of said premises, since September 5, 1892, at 1 p. m., as appears from a careful examination of the recorder's records, the tax sale records and the lis pendens records of said Lake County.

CROWN POINT, Indiana, August 6, 1902, at 8 a.m.

ALLMAN BROS.,  
Abstracters.

We find no judgments upon the records in the clerk's office of Lake County, Indiana, rendered within the ten years last past, against any of the parties in the foregoing continuations of abstract mentioned, that are a lien on the lands therein described, as appears from a careful examination of said records and our indices to the same. Except, Theodore Prott vs. William Kunert et al., rendered Jan'y 18, 1898, in the Porter Circuit Court, for \$5,000 and \$99.15 costs and transcript filed Jan'y 21, 1898.

CROWN POINT, Indiana, August 6, 1902, at 8 a. m.

ALLMAN BROS.,  
Abstracters.

Taxes of 1901 paid in full.

Taxes of 1902 became a lien April 1, 1902.

No search made for personal property taxes.

ALLMAN BROS.,  
Abstracters.

### CONTINUATION OF ABSTRACT OF TITLE

TO

LOTS NOS. 10, 11, 22, 23 AND 24, IN SECTION 16, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P. M., CONTAINING 100 ACRES, MORE OR LESS, IN LAKE COUNTY, INDIANA, FROM AUGUST 6, 1902, AT 8 A. M., TO THE PRESENT DATE.

1 *William Frank and Mathilda " wife, to Augusta Kunert.* Quit Claim Deed, Jan'y 23, 1903. Conveys the undivided  $\frac{1}{2}$  share in the W.  $\frac{1}{2}$  S. E.  $\frac{1}{4}$  N. W.  $\frac{1}{4}$ , and E.  $\frac{1}{2}$  S. W.  $\frac{1}{4}$  N. W.  $\frac{1}{4}$ , and the N. W.  $\frac{1}{4}$  S. W.  $\frac{1}{4}$ , and the W.  $\frac{1}{2}$  N. E.  $\frac{1}{4}$  S. W.  $\frac{1}{4}$ , all in Sec. 16, T. 36 N., R. 8 W., in Lake Co., Ind., for the sum of \$400.

Acknowledged regularly before William S. Gallagher, Notary Public in Lake Co., Ind.  
Recorded March 16, 1903, in book No. 106, page 308.

2 *Arthur A. Kunert and Anna C. " wife, to Augusta Kunert.* Warranty Deed, March 10, 1904. Conveys the undivided  $\frac{1}{2}$  share of the W.  $\frac{1}{2}$  S. E.  $\frac{1}{4}$  N. W.  $\frac{1}{4}$ , and E.  $\frac{1}{2}$  S. W.  $\frac{1}{4}$  N. W.  $\frac{1}{4}$ , and W.  $\frac{1}{2}$  N. E.  $\frac{1}{4}$  S. W.  $\frac{1}{4}$ , and the N. W.  $\frac{1}{4}$  S. W.  $\frac{1}{4}$ , all in Sec. 16, T. 36 N., R. 8 W., in Lake Co., Ind., for the sum of \$400.

Acknowledged regularly before William S. Gallagher, Notary Public in Lake Co., Ind.  
Recorded March 14, 1904, in book No. 109, page 179.

3 *Guardianship of Walter Kunert and Clara Kunert.* IN THE LAKE CIRCUIT COURT. Final report as to ward, Walter, approved May 25, 1904. See probate order book "H," page 299. Final report as to ward, Clara, approved Oct. 6, 1905. See probate order book "H," page 479.

4 Last will and testament of Augusta Kunert, dated March 7, 1905. First. I order and direct that my executor hereinafter named, pay all my just debts that I may owe at the time of my death, and the expenses of my funeral, as soon after my decease as such payment may conveniently be made. Second. Gives to the children of her daughter Henrietta, and to the survivors thereof, the sum of \$1,500. Third. Gives to daughter Henrietta, now Henrietta Bormann, the sum of \$10.00. Fourth. Gives balance of personal property, after payment of debts and funeral expenses and above bequests, share and share alike, to children, Emilie Fedder, Ernest F. Kunert, William C. Kunert, Marie Buse, Louise E. Bormann, Arthur Kunert, Walter Kunert and Clara Hestermann, and to the children of said daughter Henrietta collectively. "Fifth. All of my real estate of which I may die seized, I give, and devise in fee, share and share alike, to my said children, Emilie Fedder, Ernest F. Kunert, William C. Kunert, Marie Buse, Louise E. Bormann, Arthur Kunert, Walter Kunert and Clara Kunert, now Clara Hestermann, and also to the children, now born and who may hereafter be born prior to my death, of my daughter Henrietta collectively, that is to say, the said children of my said daughter Henrietta, collectively shall have a share of my said real estate, equal to the share of my said children named as devisees in this item of this will. Sixth. The residue of

my estate, if any there be, I give, devise and bequeath to each of my children in equal shares. Seventh and lastly. I make, constitute and appoint my son-in-law, A. F. William Fedder, to be the executor of this my last will and testament. I hereby revoke all former wills by me made."

Witnesses: Lawrence Becker and Fred A. Bunde.

Proved before the Clerk of the Lake Superior Court, March 5, 1906, and recorded in will record No. 1, pages 129 & 130.

IN THE LAKE SUPERIOR COURT.

5        Estate  
         of  
Augusta Kunert.

Letters Testamentary were issued by the clerk in vacation on March 5, 1906, to A. F. William Fedder, and bond in the sum of \$2,500 filed.

IN THE LAKE SUPERIOR COURT.

6        A. F. William Fedder, Executor of the last will and testament of  
         Augusta Kunert, deceased,

(No. 3,304.)

Petition to sell real estate.

vs.  
Emilie Fedder and A. F. William Fedder, her husband, Minnie Kunert and Ernest F. Kunert, her husband, William C. Kunert and Anna Kunert, his wife, Arthur A. Kunert and Anna Kunert, his wife, Mary Buse and Frank Buse, her husband, Louise E. Bormann, and Frank Bormann, her husband, Henrietta F. Bormann and Otto F. Bormann, her husband, Walter Kunert, an unmarried man, Clara Hestermann and John Hestermann, her husband, Renata Seegers, a minor and an unmarried person, Hertha Seegers, a minor and an unmarried person, Caroline Bormann, a minor and an unmarried person.

Original petition filed March 12, 1906. Amended petition filed March 26, 1906, alleges that plaintiff is the duly qualified and acting executor of the last will and testament of Augusta Kunert, late of Lake Co., Ind., deceased; that said Augusta Kunert left as her heirs by her last will and testament, her daughter Emilie Fedder, her son Ernest F. Kunert, her son William C. Kunert, her son Arthur

A. Kunert, her son Walter Kunert, her daughter Louise E. Bormann, her daughter Mary Buse, her daughter Henrietta F. Bormann, her daughter Clara Hestermann, and her grand-daughters, Laura Seegers, Renata Seegers, Hertha Seegers and Caroline Bormann. That said Laura Seegers, a minor, has died since the decease of said Augusta Kunert, leaving as her only heirs at law, her sisters, Renata Seegers, Hertha Seegers and Caroline Bormann, and her mother Henrietta F. Bormann. That the total value of the personal estate of said decedent, Augusta Kunert, which has come to his knowledge or possession, amounts to the sum of \$1,357.81; that by the last will and testament of said Augusta Kunert, deceased, she bequeathed in legacies the sum of \$1,510.00, which was made a charge upon the real estate of said decedent, by her said will; that there are outstanding in notes and accrued interest thereon, held by Henry Miller and Fredrick Hecker and Charles Kasson, Guardian, the sum of \$2,350, for which notes were executed by said decedent for monies borrowed by her during her lifetime, and that therefore the personal estate of said decedent is insufficient to pay and discharge the debts and liabilities thereof, and the legacies bequeathed in the said last will and testament of said decedent. That at the time of her death said decedent was the owner in fee simple of the following described real estate, situate in Lake Co., Ind., to wit: Lots 25 and 26, in block No. 11, of the Town of Tolleston, and the undivided 2/9 of the following described real estate, situate in Lake Co., Ind., to-wit: Lots Nos. 10, 11, 22, 23 and 24, in Sec. 16, T. 36 N., R. 8 W. of the 2nd P. M.

That said real estate is liable to sale to make assets for the payment of the debts of said estate and for the payment of legacies bequeathed in said last will and testament of said decedent, and that the probable value of said Lots Nos. 25 and 26, in said Block No. 11, exclusive of liens thereon, is \$400, and that the probable value of the said undivided 2/9 of said acre property, exclusive of liens thereon, is \$1,400. That said decedent left no other heirs at law than the defendants herein named and that said defendants Renata Seegers, Hertha Seegers, and Caroline Bormann, are under the age of 21 years. Wherefore the said executor prays the court upon hearing of this petition, an order may be granted empowering him to sell said real estate, and that the court will grant such other and further relief in the premises as the interest of said estate may require.

Summons issued March 12, 1906, and returned endorsed as served March 13, 1906, by reading to Otto F. Bormann, Henrietta F. Bormann, Caroline Bormann, Renate Seegers, and Hertha Seegers, by Chas. J. Daugherty, Sheriff, Lake Co.

On March 26, 1906, comes now the said executor by counsel, and files his amended petition herein, and thereupon the defendants in this action, excepting Caroline Bormann, Renata Seegers, and Hertha Seegers, enter their appearance herein, and file answer to said petition, consenting to the sale of the real estate described therein, as prayed in said petition; and the said executor thereupon shows to the Court that the defendants, Caroline Bormann, Renata Seegers and Hertha Seegers have been each duly served with summons herein, by the sheriff of this county, as required by law, and said defendants are thereupon each three times duly called in open court, and come not but herein wholly make default; and it appearing to the court that said defendants, so defaulted, are minors, the court now appoints John O. Bowers, Esq., guardian ad litem of and for said minors, and as such he is duly sworn in open court, and files answer for and in their behalf herein, and a jury being waived, this cause is thereupon submitted to the court for trial.

Order book No. 10, pages 37 & 38.

And on March 27, 1906, now again come the parties appearing herein by their respective attorneys, and come also the minor defendants by their guardian ad litem, and the court after hearing the evidence and being fully advised in the premises, finds for the said executor, that all the material allegations of his amended petition herein are true; that said Augusta Kunert died the owner of the following described real estate situate in Lake Co., Ind., to-wit: (Same as described in amended petition,) but without leaving sufficient personal property with which to pay and satisfy her debts; and the court further finds that said real estate is subject to sale and ought to be sold for the purpose of making assets to pay the debts of said decedent.

And thereupon comes the said executor and files his appraisal of said real estate, showing the same to be of the aggregate value of \$3,227.77, said real estate being appraised by William S. Gallagher and Ludwig Scheunemann, competent appraisers; and thereupon by order of the court the said executor now files his additional bond for the sale of said real estate, in the penal sum of \$6,000, which is by the court approved.

It is therefore considered, adjudged and decreed by the court that the real estate of said decedent, hereinabove described, be and the same is hereby ordered sold by said executor for the purpose of making assets to pay the debts of said decedent, and that said executor be and he is hereby directed to sell the same at private sale in separate tracts, as appraised, for not less than its appraised value, for all cash, after he shall have given notice thereof by publication for one week in some public weekly newspaper of general circulation, printed and published in the city of Hammond, and after he shall have posted five notices in public places in the township wherein said real estate is situate, and upon making such sale, said executor is directed to report the same to the court for confirmation and approval.

Order book No. 10, page 40.

(Appraisement on file appraises Lots 25 and 26, Block 11, of the Town of Tolleston, Lake Co., Ind., at \$450.00, and the undivided 2/9 of the following described real estate, situate in Lake Co., Ind., to-wit: Lots 10, 11, 22, 23 and 24, in Sec. 16, T. 36 N., R. 8 W., of the 2nd P. M., at \$2,777.77.)

And on April 6, 1906, now again comes the said executor and files his report of sale herein, showing that after having given notice and complying with all the terms of the order of sale heretofore entered in this cause, he did on April 5, 1906, sell certain of said real estate to one William C. Kunert, at and for the sum of \$450.00, in cash, that being the highest and best bid offered therefor, and being the full appraised value thereof, to-wit: Lots 25 and 26, in Block 11, as marked and laid down on the original plat of the Town of Tolleston, Lake Co., Ind., and that on said day he also sold to Samuel M. St. Clair, at and for the sum of \$2,777.77, in cash, that being the highest and best bid offered therefor, and the full appraised value thereof, to-wit: The undivided 2/9 of Lots 10, 11, 22, 23 and 24, in Sec. 16, T. 36 N., R. 8 W. of the 2nd P. M., which report of sale is examined and approved by the court, and thereupon by order of the court, said executor now reports the execution of deeds conveying said real estate to the respective purchasers thereof, which deeds are examined and approved by the court in open court, such approval being endorsed in writing upon the margin thereof, which deeds are thereupon ordered delivered to said purchasers.

Order book No. 10, pages 51 & 52

#### IN THE LAKE CIRCUIT COURT.

In the matter of the Little Calumet Ditch. (No. 6,888.)

7 Petition filed March 30, 1905, asking for drainage of certain lands.

On May 2, 1905, petitioners showed notice to all land owners and this cause was ordered docketed as a cause pending.

See order book No. 24, page 513.

And on May 22, 1905, Fred J. Smith was appointed third drainage commissioner, and petition was ordered referred to drainage commissioners, and commissioners ordered to report on first day of next term.

See order book No. 24, page 544.

On Nov. 20, 1905, time to file report extended until first Tuesday.

Order book No. 26, page 70.

And on Nov. 21, 1905, commissioners file report assessing benefits as follows: (Among others,)

Charles Kunert, Minnie Kunert, Augusta Kunert, W. $\frac{1}{2}$ S. E. $\frac{1}{4}$ N. W. $\frac{1}{4}$ , Sec. 16, T. 36, R. 8, \$ 30.	
Same, E. $\frac{1}{2}$ S. W. $\frac{1}{4}$ N. W. $\frac{1}{4}$ , Sec. 16, T. 36, R. 8 .....	\$ 30
Same, W. $\frac{1}{2}$ N. E. $\frac{1}{4}$ S. W. $\frac{1}{4}$ , Sec. 16, T. 36, R. 8 .....	\$150
Same, N. W. $\frac{1}{4}$ S. W. $\frac{1}{4}$ , Sec. 16, T. 36, R. 8 .....	\$300

Order book No. 26, page 78.

And on Nov. 27, 1905, now again come the petitioners herein by counsel, and it appearing to the court that new parties have been brought into this proceeding by the report of the commissioners heretofore filed.

It is now ordered by the court that said petitioners give due notice to all of said new parties of the pendency hereof, as required by law, and that said petition be and the same is hereby set for hearing as to said new parties on Dec. 14, 1905.

(Certain parties file remonstrances.)

Order book No. 26, page 84.

On Dec. 14, 1905, petitioners show notice to all land owners affected, and on motion of remonstrant, The Tolleston Club of Chicago, the venue of this cause is changed to the Porter Circuit Court, and 10 days given in which to perfect change.

See order book No. 26, page 106.

(This cause is now pending in the Porter Circuit Court.)

#### IN THE LAKE SUPERIOR COURT.

*Fred Miller Brewing Co.*

8

vs.

*Ernest F. Kunert.*

(No. 293.)

Judgment rendered against defendant Nov. 9, 1896, for \$513.00 and costs.

See order book No. 2, page 523.

Judgment docket No. 1, page —, fee book No. 1, page 293.

State of Indiana, }  
Lake County, } ss:

The foregoing is a continuation of abstract of title to the premises described in the caption thereof. We find that the foregoing nine (9) pages contain all the changes or transfers of said premises since August 6, 1902, at 8 A. M., as appears from a careful examination of the recorder's records, the tax sale records and the lis pendens records of said Lake County.

We find no judgments upon the records in the clerk's office of Lake County, Indiana, rendered within the ten years last past, against any of the parties in the foregoing continuation of abstract mentioned, that are a lien on the lands therein described, as appears from a careful examination of said records and our indices to the same, except as herein shown.

(No examination made as to new suits in the Superior Court at Hammond, since April 27, 1906, at 1 P. M.)

Taxes of 1905 are paid in full.

Taxes of 1906 became a lien March 1, 1906.

CROWN POINT, Indiana, April 28, 1906. at 8 A. M.

ALLMAN BROS. & DINWIDDIE,  
Abstracters.

# CONTINUATION OF ABSTRACT OF TITLE

TO

LOTS No. 10, 11, 22, 23 AND 24, IN SECTION 16, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P. M., CONTAINING 100 ACRES MORE OR LESS, IN LAKE COUNTY, INDIANA, FROM APRIL 28, 1906, AT 8 A. M., TO THE PRESENT DATE.

The judgment against Ernest F. Kunert, shown in former continuation as No. 8, was satisfied in full  
1 Feb'y 28, 1906.

State of Indiana, }  
Lake County, } ss. The foregoing is a continuation of abstract of title to the premises described in the caption thereof. We find that the foregoing satisfaction of judgment is the only change or transfer of said premises, since April 28, 1906, at 8 A. M., as appears from a careful examination of the recorder's records, the tax sale records and the lis pendens records of said Lake County.  
We find no judgments upon the records in the clerk's office of Lake County, Indiana, rendered within the ten years last past, against Emilie Fedder, W. C. Kunert, Louisa Kunert, Walter Kunert, Clara Kunert, Minnie Kunert, Henrietta C. Seegers, or Samuel M. St. Clair, that are a lien on the land in the foregoing continuation of abstract described, as appears from a careful examination of said records and our indices to the same.  
Taxes of 1905 are paid in full.  
Taxes of 1906 became a lien March 1, 1906.  
CROWN POINT, Indiana, July 10, 1906, at 8 A. M.

ALLMAN BROS. & DINWIDDIE,  
Abstracters.

# CONTINUATION OF ABSTRACT OF TITLE

TO

LOTS No. 10, 11, 22, 23 AND 24, IN SECTION 16, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P. M., CONTAINING 100 ACRES, MORE OR LESS, IN LAKE COUNTY, INDIANA, FROM JULY 10, 1906, AT 8 A. M., TO THE PRESENT DATE.

*Emilie Fedder & A. F. William* (husband), *Minnie Kunert & Ernest F. (husband), William C. Kunert & Anna (wife), Arthur A. Kunert & Anna (wife), Mary Buse & Frank (husband), Louise E. Bormann & Frank (husband), Henrietta F. Bormann & Otto C. (husband), Walter Kunert, (a bachelor), Clara Hestermann & John (husband),*  
1 to  
*Samuel M. St. Clair.*  
*A. F. William Fedder, executor of the last will and testament of Augusta Kunert, deceased, as such executor by order of the Lake Superior Court of Lake Co., Ind., entered in Order Book No. 10, of said court, on page 40,*  
2 to  
*Samuel M. St. Clair.*  
*Samuel M. St. Clair & Hattie M. " " wife,*  
3 to  
*Ernest X. LeSeure.*  
Warranty Deed, April 17, 1906.  
Conveys Lots Nos. 10, 11, 22, 23 and 24, in Sec. 16, T. 36 N., R. 8 W. of the 2nd P. M., in Lake Co., Ind., for the sum of \$12,500.  
Acknowledged regularly by Emilie and A. F. William Fedder and Minnie and Ernest F. Kunert, and Clara and John Hestermann, before J. William Koencke, Notary Public in Lake Co., Ind.  
Acknowledged regularly by William C. and Anna Kunert, Arthur A. and Anna Kunert, Mary and Frank Buse, Louise E. and Frank Bormann, Henrietta F. and Otto F. Bormann, and Walter Kunert, before William S. Gallagher, Notary Public in Lake Co., Ind.  
Recorded July 30, 1906, in book No. 123, pages 185 & 186.  
Executor's Deed, dated April 5, 1906.  
Conveys the undivided 2/9 of Lots Nos. 10, 11, 22, 23 and 24, in Sec. 16, T. 36 N., R. 8 W. of the 2nd P. M., in Lake Co., Ind., for the sum of \$2,777.77.  
Acknowledged regularly before J. Floyd Irish, Notary Public in Lake Co., Ind.  
Examined and approved April 6, 1906, by Harry B. Tuthill, Judge of the Lake Superior Court.  
Recorded July 30, 1906, in book No. 111, page 511.  
Warranty Deed, July 27, 1906.  
Conveys Lots 22, 23 and 24, in Sec. 16, T. 36 N., R. 8 W., of the 2nd P. M., in Lake Co., Ind., for the sum of \$1, and other good and valuable considerations.  
Acknowledged regularly before Albert M. DeCondres, Notary Public in Cook Co., Ill.  
Recorded July 30, 1906, in book No. 111, page 512.

State of Indiana, }  
Lake County, } ss. The foregoing is a continuation of abstract of title to the premises described in the caption thereof. We find that the foregoing two (2) pages contain all the changes or transfers of said premises, since July 10, 1906, at 8 A. M., as appears from a careful examination of the recorder's records, the tax sale records and the lis pendens records of said Lake County.  
We find no judgments upon the records in the clerk's office of Lake County, Indiana, rendered within the ten years last past, against any of the parties in the foregoing continuation of abstract mentioned, that

are a lien on the lands therein described, as appears from a careful examination of said records and our indices to the same.

Taxes of 1905 paid in full.

Taxes of 1906 became a lien March 1, 1906.

CROWN POINT, Indiana, July 31, 1906, at 8 A. M.

ALLMAN BROS. & DINWIDDIE,  
Abstracters.

### CONTINUATION OF ABSTRACT OF TITLE

TO

LOTS NOS. 10, 11, 22, 23 AND 24, IN SECTION 16, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P. M., CONTAINING 100 ACRES MORE OR LESS, IN LAKE COUNTY, INDIANA, FROM JULY 31, 1906, AT 8 A. M., TO THE PRESENT DATE.

*Ernest X. LeSeure and Mabel F.  
(wife),*

*to  
United States Land Company, (a  
corporation organized under  
the laws of Indiana.)*

Quit Claim Deed, Sept. 10, 1906.

Conveys all interest in Lots 22, 23, and 24, in Sec. 16, T. 36 N., R. 8 W. of the 2nd P. M., in Lake Co., Ind., for the sum of \$12,500.

Acknowledged regularly before J. A. Foster, Notary Public in Vermilion Co., Ill.

Recorded Sept. 18, 1906, in book No. 123, page 351.

*Articles of Incorporation  
of the  
United States Land Company.*

Articles, dated Aug. 15, 1906.

The undersigned for the purpose of organizing a corporation under the laws of the State of Indiana, and incorporating the same under the provisions of an act for the incorporation of manufacturing and mining companies, and companies for mechanical, chemical or building purposes, approved May 20, 1852, and of the several acts amendatory thereto and supplementary thereof, have signed and acknowledged the following certificate of incorporation:

1. The corporate name of the company is United States Land Company. 2. The object of its formation is to buy, sell, and lease lands and buildings, and other structures thereon, and to erect dwellings and other buildings and structures on the lands leased or purchased. 3. The amount of capital stock of this corporation is \$15,000, in shares of \$100 each. 4. The term of its existence shall be 50 years. 5. The affairs of the company shall be managed by three directors. The names of the directors who shall manage such affairs for the first year are, Ernest X. LeSeure, Walter L. Kelley and Walter C. Piper. 6. The operations of the corporation are to be carried on in the town of Gary, and in Lake Co., Ind.

Signed by Ernest X. LeSeure, Walter L. Kelley, Walter C. Piper.

Acknowledged regularly by Ernest X. LeSeure and Walter L. Kelley, before J. A. Foster, Notary Public in Vermilion Co., Ill.

Acknowledged regularly by Walter C. Piper, before Charles F. Hammond, Notary Public in Ingham Co., Mich.

Recorded Aug. 29, 1906, in Miscellaneous record No. 42, pages 13 & 14.

State of Indiana, }  
Lake County, } ss.

The foregoing is a continuation of abstract of title to the premises described in the caption thereof. We find that the foregoing two (2) pages contain all the changes or transfers of said premises since July 31, 1906, at 8 A. M., as appears from a careful examination of the recorder's records, the tax sale records and the lis pendens records of said Lake County.

We find no judgments upon the records in the clerk's office of Lake County, Indiana, rendered within the ten years last past, against any of the parties in the foregoing continuation of abstract mentioned, that are a lien on the land therein described, as appears from a careful examination of said records and our indices to the same.

(No examination made as to new suits in the Superior Court at Hammond, since September 18, 1906, at 11 A. M.)

Taxes of 1905 are paid.

Taxes of 1906 became a lien March 1, 1906.

CROWN POINT, Indiana, September 19, 1906, at 8 A. M.

ALLMAN BROS. & DINWIDDIE,  
Abstracters.

## CONTINUATION OF ABSTRACT OF TITLE

TO

LOTS NOS. 22, 23 AND 24, IN SECTION 16, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P. M., CONTAINING 60 ACRES MORE OR LESS, IN LAKE COUNTY, INDIANA, FROM SEPTEMBER 19, 1906, AT 8 A. M., TO THE PRESENT DATE.

Lincoln Park Addition to Gary, Subdivision of the N. W.  $\frac{1}{4}$  S. W.  $\frac{1}{4}$ , and the W.  $\frac{1}{2}$  N. E.  $\frac{1}{4}$  S. W.  $\frac{1}{4}$ , all in Sec. 16, T. 36 N., R. 8 W., situated in Lake Co., Ind.

The United States Land Company, a corporation organized under the laws of the State of Indiana, by Walter C. Piper, President, (corporate seal attached,) certifies Sept. 18, 1906, that it is the legal owner of the land shown on the above plat and described in the above caption and surveyor's certificate, and that it has caused the same to be surveyed and subdivided as shown thereon, with a view of having the same recorded as provided by law, and that the said subdivision is hereby approved and ratified, and to me known as Lincoln Park Addition to the Town of Gary, Ind.

Acknowledged regularly before Edmund W. Froehlich, Notary Public in Cook Co., Ill.

Henry A. Hancox, C. E., Surveyor, certifies Sept. 18, 1906, that he has this day surveyed and subdivided for and under the direction of the United States Land Company, a corporation, the N. W.  $\frac{1}{4}$  S. W.  $\frac{1}{4}$ , and W.  $\frac{1}{2}$  N. E.  $\frac{1}{4}$  S. W.  $\frac{1}{4}$  of Sec. 16, T. 36 N., R. 8 W., in Lake Co., Ind., and that said survey and the foregoing plat thereof are correct.

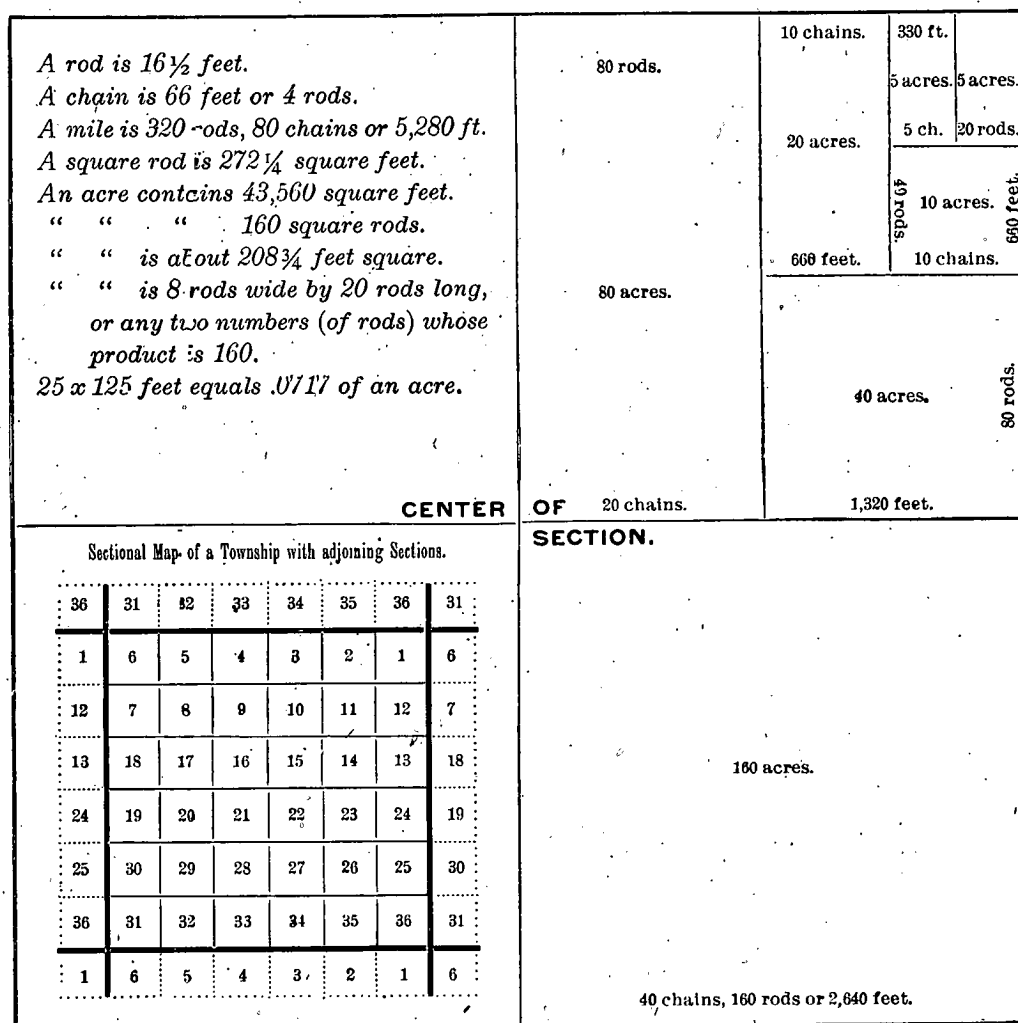
Acknowledged regularly before Edmund W. Froehlich, Notary Public in Cook Co., Ill.

Approved Oct. 1, 1906, by Board of Trustees of the Town of Gary, Lake Co., Ind., by T. E. Knotts, President, and C. O. Holmes, Clerk, and corporate seal attached.

Recorded Oct. 4, 1906, in Plat book No. 6, page 17.

(We attach a copy of said plat.)

A SECTION OF LAND = 640 ACRES.



THE CHICAGO TITLE AND TRUST COMPANY owns and uses in its business the data, abstract books and memoranda compiled by Rees & Rucker, and their successors, Rees, Chase & Co., and Chase Bros. & Co. (1847 to 1873), also the data, abstract books and memoranda compiled by J. Mason Parker and his successors, John G. Shortall & Co., and Shortall & Hoard (1852 to 1873); also the abstract books and memoranda compiled by Fernando Jones & Co., and Jones & Sellers (1863 to 1873); together with those of the successors of all these, namely, Handy, Simmons & Co., Handy & Company and Title Guarantee and Trust Company (1873 to 1901); also the data, abstract books and memoranda of Haddock, Cox & Co., and their successors, Haddock, Vallette & Rickcords and Security Title and Trust Company (1872 to 1901); also the data, abstract books and memoranda of the Cook County Abstract Company and its successor, the (former) Chicago Title and Trust Company (1885 to 1901).

All of the ante-fire data, abstract books and memoranda referred to having been compiled from the ORIGINAL RECORDS of Cook County before their destruction by the great fire of 1871, they provide the only existing evidence of real estate titles prior to the fire of 1871. The ante-fire abstract books and memoranda are admitted in evidence in all courts of record by an Act of Legislature of the State of Illinois.

## CHICAGO TITLE AND TRUST COMPANY

CAPITAL \$5,000,000.00

TITLE AND TRUST BUILDING, 100 WASHINGTON STREET

61-62-63 P3h6  
*Penipen Ph and*  
**Examination of Title**

*98984* TO

LOTS 22, 23 AND 24, IN SEC. 16, T. 36 N., R. 8, W.  
OF 2nd P. M., CONTG 60 ACS. MORE OR LESS,  
IN LAKE COUNTY, INDIANA.

*Sam C. ...*

FOR

**UNITED STATES LAND COMPANY**

**CHICAGO TITLE AND TRUST COMPANY**

CAPITAL, \$5,000,000

ABSTRACTS OF TITLE  
TITLES GUARANTEED  
GENERAL TRUSTS

100. WASHINGTON STREET  
CHICAGO

No. 568,898.